

Miscellaneous Agreement T-00000B-97-0238

PART 2 OF 3 BAR CODE # 0000108963

To review remaining parts please see the following:

PART 1 OF 3 BAR CODED #0000008534

PART 3 OF 3 BAR CODED #0000108964

AFFIDAVIT OF SIMPSON

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

AFFIDAVIT OF

LORI A. SIMPSON

U S WEST COMMUNICATIONS

MARCH 25, 1999

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Identification of Affiant

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- 2 My name is Lori Simpson. My business address is 301 West 65th Street, Minneapolis,
- 3 Minnesota, 55423. I have been employed by U S WEST for 26 years. I am a director in
- 4 the Wholesale Markets division of U S WEST. In this position, I supervise a group of
- 5 managers responsible for providing technical and other information to support
- 6 USWEST's 271 checklist filings. I have previously held positions in the residence,
- 7 small business, and large business retail divisions of U S WEST, and in the carrier and
- 8 operator services divisions. Prior to assuming my current position, I worked in the area
- 9 of legal and regulatory compliance.
- 10 My education includes a Bachelor of Arts degree from the University of Minnesota
- 11 (1978), and a Juris Doctor degree from William Mitchell College of Law in St. Paul.
- 12 Minnesota (1992). I was admitted to the Minnesota bar in 1992, and am currently
- 13 licensed to practice law in Minnesota.

14 Purpose of Affidavit

- 15 The purpose of my affidavit is to describe how U S WEST has satisfied the elements of
- three checklist items contained in Section 271 of the Telecommunications Act of 1996
- 17 ("Act"): items 7(ii) and 7(iii), access to directory assistance and operator services; item
- 18 (8), white pages directory listings; and item (14), resale.
- 19 In describing how U S WEST has satisfied these three checklist items, I will note the
- 20 terms and conditions to which USWEST is specifically and concretely bound by its
- 21 proposed Statement of Generally Available Terms (SGAT) and by its approved

- 1 interconnection and resale agreements. I will also explain that U S WEST currently
- 2 provides products and services to CLECS in these three checklist areas.

3 Executive Summary

- 4 My testimony establishes that USWEST has satisfied the requirements of the
- 5 Telecommunications Act of 1996 (Telecom Act) for providing access to directory
- 6 assistance and operator services, white pages directory listings, and resale of retail
- 7 telecommunications services, that are prerequisites for USWEST's entry into the
- 8 interLATA long distance market in Arizona.
- 9 USWEST meets these requirements in Arizona through the proposed Statement of
- 10 Generally Available Terms and Conditions for Interconnection (SGAT) and 58
- 11 Commission-approved interconnection and resale agreements. As shown in this
- 12 testimony, US WEST provides the services covered by the proposed SGAT and the
- 13 agreements under concrete and binding terms and conditions that comport with the
- requirements of the Telecommunications Act of 1996 and FCC orders.
- 15 First, with regard to directory assistance and operator services, USWEST provides
- 16 access to directory assistance and operator services under the terms of the SGAT and
- 17 the agreements. Specifically, CLECs may purchase directory assistance and operator
- 18 services from U S WEST, they may provide their own services, or they may purchase
- 19 the services from a third party. USWEST currently provides directory assistance
- 20 and/or operator services to 30 resellers and four facility-based CLECs in Arizona. As
- 21 demonstrated in my testimony, these services are provided on a nondiscriminatory
- 22 basis as between U S WEST and CLECs, and as between CLECs.

1 Second, under the SGAT and the agreements, USWEST provides white pages 2 directory listings for CLECs in Arizona. USWEST's listing service includes: 1) 3 updating U S WEST's directory assistance database to include CLEC end user listings: 4 2) updating U S WEST's listings database to include CLEC end user listings records: 5 and 3) furnishing directory publishers with CLEC end user listings contained in the 6 U S WEST listings database for publication in local white pages directories. U S WEST 7 provides the same listings activities to its retail end users. U S WEST has successfully processed more than 19,990 white pages directory listings for CLECs in Arizona. As 8 9 demonstrated in my testimony, US WEST provides nondiscriminatory white pages 10 directory listings service to CLECs and provides listings for CLECs' end users with the same accuracy and reliability as provided for U S WEST's retail end users. 11 Finally, under the SGAT and the agreements, U S WEST makes a broad range of retail 12 13 telecommunications services available for resale by CLECs in Arizona. As required 14 under the Act, these services include, but are not limited to. Basic Exchange Service. 15 Basic Exchange Switched Features, and IntraLATA toll. Further, the limited restrictions on resale have been approved by the Commission and are consistent with the Act and 16 17 FCC orders. 18 The Commission established discounts for services available for resale in a cost docket 19 proceeding. These discounts are included in the SGAT and apply under the 20 agreements with CLECs. The discounts reflect the costs avoided by US WEST for 21 offering these services on a wholesale rather than retail basis, as required under the 22 Act.

1 As this testimony demonstrates, USWEST successfully provides more than 19,734

resold residential and business local exchange lines, and numerous other resold

services, to 30 CLECs in Arizona. US WEST provides these services under the

4 concrete and binding terms and conditions of the proposed SGAT and the agreements,

5 each of which comply with the Telecom Act.

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6 In summary, U S WEST is committed to providing nondiscriminatory access to directory

assistance services and operator services, white pages directory listings, and retail

telecommunications services for resale. As this testimony describes in detail,

9 US WEST provides assistance and support to CLECs in their resale, listings, and other

US WEST interactions. US WEST measures its performance in providing

nondiscriminatory services to CLECs. As this testimony demonstrates, USWEST

satisfies the checklist and the Telecom Act in these three checklist areas.

Directory Assistance Service

- 2 Section 271(c)(2)(B)(vii) of the Act requires local exchange carriers, such as
- 3 US WEST, to provide CLECs:
- Nondiscriminatory access to . . . (II) directory assistance services to allow the other carrier's customers to obtain telephone numbers
- 6 USWEST satisfies this checklist item via its proposed SGAT and 58 approved
- 7 interconnection and resale agreements. Under the provisions in these documents,
- 8 USWEST specifically and concretely offers to provide CLEC's with nondiscriminatory
- 9 access to US WEST's directory assistance service. The following language from the
- 10 SGAT demonstrates this point:
- 10.5.1.1 Directory assistance service is a telephone number, voice information service that U S WEST provides to its own end users and to other telecommunications carriers. U S WEST provides CLEC non-discriminatory access to U S WEST's directory assistance centers, services and directory assistance databases
- 16 The SGAT further obligates USWEST to provide directory services to CLECs
- 17 according to the same methods, practices and standards US WEST uses to provide
- 18 directory assistance service to its end users:
- 10.5.2.4 US WEST will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all US WEST end users. US WEST will provide the same priority of handling for CLEC's end user calls to US WEST's Directory Assistance service as it provides for its own end user calls. Calls to US WEST's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or US WEST end users.

Service Description – Directory Assistance Service

- 2 Callers to directory assistance service use a simple dialing arrangement to access
- directory assistance service, for example, "411" or "1-(area code)-555-1212." Callers to
- 4 directory assistance can request the telephone number of any telephone subscriber
- 5 contained in the directory assistance database, regardless of the telephone
- 6 subscriber's local service provider.

- 7 Directory assistance service consists of several elements:
- 8 **Directory Assistance Listings** include the name, address and telephone
- 9 number of a telephone subscriber.
- 10 Directory Assistance Listings Updates are required whenever a telephone
- subscriber changes a telephone number or address.
- 12 Directory Assistance Database contains directory assistance listings. The
- directory assistance database is accessed by directory assistance operators
- during a directory assistance call.
- Operators and Operator Positions receive requests from callers and, after
- searching the directory assistance database, provide the caller with the
- 17 requested listing.
- Directory Assistance Trunking provides the connection between an end
- 19 user's end office switch and the directory assistance platform. Directory

assistance operator-type trunking connects both USWEST and CLEC end 1 2 office switches to the U S WEST directory assistance platform. CLECs have several options for obtaining their directory assistance service. CLECs 3 4 who use U S WEST end office switches to serve their end users, such as resellers and purchasers of unbundled switching, may use the same directory assistance operator-5 6 type trunking used by US WEST to reach the directory assistance platform. Such CLECs have access to the operators and operator positions used by US WEST, and 7 receive service from the same directory assistance database used to provide service to 8 9 U S WEST's end users. A facility-based CLEC that serves its end users from its own end office switch can obtain access to U S WEST's directory assistance service. Such 10 a CLEC must obtain dedicated operator-type trunks to connect its end office switch to 11 12 the U S WEST directory assistance platform. 13 CLECs that use U S WEST operators to provide directory assistance service can obtain branded or unbranded service. Branded directory assistance includes a message such 14 as "Thank You for using (CLEC)" at the beginning and end of each directory assistance 15 16 call. 17 CLECs may choose to use their own directory assistance platform and operators. In this case, CLECs that use U S WEST end office switches to serve their end users, such 18 19 as resellers and purchasers of unbundled switching, must establish dedicated operatortype trunks from the US WEST end office switch to the CLEC's directory assistance 20 platform. A CLEC that wants to offer its own directory assistance service has several 21

choices for establishing its directory assistance database. First, the CLEC can access

- the US WEST directory assistance database on a real-time, "per-dip" basis. Second,
- 2 the CLEC can establish its own directory assistance database, but populate that
- 3 database with listings provided by USWEST. Finally, the CLEC can obtain its
- 4 directory assistance listings from a third party, just as U S WEST obtains listings for its
- 5 National Directory Assistance service from a third party listings provider.
- 6 USWEST includes the CLEC's end users in the USWEST directory assistance
- 7 database regardless of the option a CLEC chooses to serve its end users. This
- 8 ensures that callers to the U S WEST directory assistance service will be able to obtain
- 9 telephone numbers assigned to the CLEC's end users.

10 Directory Assistance Service in Arizona

- 11 U S WEST currently provides directory assistance service to CLECs in Arizona,
- 12 including facilities-based and reseller CLECs. U S WEST provides directory assistance
- services for 19,734 end users of 30 reseller CLECs and for end users of four facilities-
- 14 based CLECs in Arizona.
- 15 CLECs' end users have access to the same listings to which U S WEST's end users
- have access. U S WEST has processed more than 19,990 CLEC end user listings and
- 17 included them in US WEST's directory assistance database in Arizona (except for
- nonpublished listings, which are not available on directory assistance).
- 19 U S WEST will continue to meet the current demand for directory assistance service.
- 20 and is prepared to meet reasonable and foreseeable future demand for directory
- 21 assistance service.

- 1 The following description details how U S WEST provides nondiscriminatory access to
- 2 directory assistance service and satisfies the requirements of the Telecom Act and the
- 3 FCC's orders.

Branding

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- 5 In conformance with the FCC's rules, USWEST allows CLECs to brand calls to
- 6 USWEST's directory assistance service, where technically feasible. By branding a
- 7 call, a CLEC can identify the end user's local service provider. An example of branding
- 8 is the message "thank you for using Easy Phone," which would be played for Easy
- 9 Phone's end users' who call directory assistance, either at the front of the call, at the
- end of the call, or both. The proposed SGAT provides for this as follows:
 - 10.5.1.1.1.3 Call Branding Service Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where technically feasible. Call Branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call Branding is an optional service available to CLEC. If CLEC selects the Call Branding option, U S WEST will provide Call Branding to CLEC, where technically feasible.
 - a) Front End Brand Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.
 - b) Back End Brand Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.
- 24 U S WEST will provide branded directory assistance service to a CLEC that resells or
- uses unbundled switching, where technically feasible, through customized routing and
- 26 dedicated trunks. Customized routing allows a CLEC's calls to be directed to the

¹ 47 C.F.R. 51.217(d).

- 1 CLEC's dedicated trunks. Those dedicated trunks allow the CLEC's directory
- 2 assistance traffic to be recognized by the directory assistance platform and branded
- with the CLEC's unique brand.
- 4 A facility-based CLEC's traffic to U S WEST's directory assistance platform may also be
- 5 branded. In this instance, the operator-type trunks that deliver CLEC traffic from a
- 6 CLEC's end office switch identify the CLEC's traffic so that it may be uniquely branded.
- 7 No monthly, recurring charge for branding applies. The nonrecurring charge to
- 8 establish each branding message is \$3,560.00. (See SGAT Exhibit A Price List.)

9 **Dialing Parity**

- 10 US WEST provides dialing parity for CLEC access to US WEST's directory assistance
- services. An end user of a CLEC that resells U S WEST's local exchange services or
- 12 uses unbundled switching accesses USWEST's directory assistance services by
- dialing the same number (e.g., "411") as a retail end user of U S WEST. An end user
- 14 of a facility-based CLEC dials a number selected by the CLEC to access U S WEST's
- 15 directory assistance service. The CLEC may choose the same number used by
- 16 US WEST or a different number.
- 17 The proposed SGAT provides for this as follows:
- 18 10.5.2.7 CLEC's customers may dial 1+411 or 1+NPA+555-1212 to access
- 19 U S WEST.
- 20 10.5.2.8 A facility-based CLEC may choose to have its customers dial a
- 21 unique number or use the same dialing pattern as U S WEST end users to
- 22 access U S WEST Directory Assistance operators.

- 1 Thus, U S WEST provides CLECs with dialing parity for access to directory assistance
- 2 services.

3 Directory Assistance Listings

- 4 The following provision of the SGAT obligates U S WEST to place CLECs' listings in
- 5 U S WEST's directory assistance database.
- 10.4.2.4 CLEC grants U S WEST a non-exclusive license to incorporate CLEC's end user listings information into its directory assistance database.
 U S WEST will incorporate CLEC end user listings in the directory assistance database. U S WEST will incorporate CLEC's end user listings information in all existing and future directory assistance applications developed by U S WEST.
- 12 CLECs enjoy the same options for the appearance of their end users' listings as
- 13 US WEST's end users. These options include nonpublished, nonlisted, and premium
- 14 listings.

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Third Party Directory Assistance

- 16 CLECs can provide their own directory assistance service for their end users, or they
- can provide access to the directory assistance service of a third party provider.
- 18 A reseller CLEC can provide its own, or a third party's, directory assistance service by
- 19 purchasing customized routing, and routing its end users' directory assistance traffic
- from U S WEST end offices to the CLEC's own directory assistance platform, or to the
- 21 platform of a third party provider. This scenario also applies to CLECs that purchase
- 22 unbundled switching from U S WEST.

- 1 A facility-based CLEC can provide its own directory assistance service by routing its
- 2 directory assistance traffic directly from its end office switch to its directory assistance
- 3 platform, or to the platform of a third party provider. A facility-based CLEC that uses its
- 4 own switch to route its end users' directory assistance calls to a provider other than
- 5 US WEST does not require the involvement of US WEST, unless the CLEC obtains
- 6 trunks from U S WEST.

7 Access to U S WEST's Directory Assistance Listings or Database

- 8 In conformance with the FCC's rules, U S WEST allows CLECs to obtain U S WEST's
- 9 directory assistance listings in an electronic format, on magnetic tape, or a CLEC's
- operators may access the USWEST directory assistance database on a read-only,
- 11 real-time basis.² These options are available to CLECs that employ directory
- 12 assistance operators to provide directory assistance service to their end users. The
- 13 SGAT provides for these options as follows:
- 10.5.1.1.2 Directory Assistance List Services Directory Assistance
 List Services is the bulk transfer of U S WEST's Directory Assistance
 database under a non-exclusive, non-transferable, revocable license to use
 the information solely for the purpose of providing Directory Assistance
 Service subject to the terms and conditions of this SGAT. See Section 10.6
 for terms and conditions relating to the Directory Assistance List Services.
- 20 10.5.1.1.2.1 If CLEC elects to build its own directory assistance service, it can obtain U S WEST directory listings through the purchase of the Directory Assistance List.
- 23 Alternatively, a CLEC's directory assistance operators may access USWEST's
- 24 directory assistance database on a real-time basis, making "dips" into the database for

² 47 C.F.R. 51.217(C)(3)(ii).

- 1 individual listings, just as US WEST's operators do. US WEST has not received a
- 2 request for this service from any CLEC in Arizona as of the date of this filing. However,
- 3 the SGAT provides as follows:

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4 10.5.1.1.3 Directory Assistance Database Service – U S WEST shall provide CLEC non-discriminatory access to U S WEST's Directory Assistance Database or "Directory1" database, where technically feasible, on a "per dip" basis.

In conformance with the FCC's rules, the listings provided to CLECs include all the listings available to U S WEST.³ U S WEST's Directory Assistance List and Directory Assistance Database services provide CLECs with all the listings contained in U S WEST's directory assistance database, including nonlisted and nonpublished listings, and the listings of all service providers – U S WEST, CLEC, and independent telephone company listings. While U S WEST obtained access to some independent telephone company listings pursuant to contract provisions that limit U S WEST's ability to provide such listings to third parties, U S WEST has informed the independent telephone companies from whom such listings were obtained that such contract provisions are no longer valid because they violate the Act.

Nondiscriminatory Access to U S WEST's Directory Assistance Service

- 19 As discussed earlier in this affidavit, the Act and the FCC's rules require U S WEST to
- 20 provide nondiscriminatory access to directory assistance service. The affidavit of Mr.
- 21 Mike Williams describes two performance indicators for directory assistance service.
- 22 The first indicator, "Speed of Answer," measures the average time following the first ring

³ 47 C.F.R. 51.217(c)(3)(i).

before the USWEST directory assistance system answers a call. The second indicator, "Calls Answered Within 10 Seconds," measures the percent of directory assistance calls that the USWEST directory assistance system answers within ten seconds of the first ring. USWEST provides the results for these indicators on an aggregated basis that combines the results for USWEST and each CLEC into a single measure. The results for the months of November, 1998, through January, 1999, are as follows:

8		November	December	January
9	Speed of Answer (in seconds):	10.20	8.60	8.40
10	Calls Answered within 10 Seconds:	89.8%	91.4%	91.6%

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In its second Louisiana 271 application, BellSouth proposed similar directory assistance measures. In its response to that application, the FCC required BellSouth to either disaggregate directory assistance performance data between BellSouth and CLECs, or to explain why disaggregation is not feasible or is unnecessary to show nondiscrimination.⁴ In U S WEST's case, disaggregation is not necessary to show nondiscrimination because the underlying directory assistance platform and procedures ensure U S WEST and CLECs receive identical directory assistance service.

The majority of directory assistance traffic that U S WEST handles on behalf of CLECs originates from resold services. This directory assistance traffic, as well as traffic from unbundled switching, is delivered to the directory assistance platform via trunks that CLEC end users' share with U S WEST's retail end users. CLEC and U S WEST retail

- 1 end users receive offers access to these shared trunks on a "first-come, first-served"
- 2 basis so CLECs enjoy the same access to these trunks as U S WEST.
- 3 Once directory assistance traffic arrives at the directory assistance platform, CLEC and
- 4 US WEST directory assistance calls are handled on a first-come, first-served, basis -
- 5 regardless of whether the call arrives on a shared trunk from a U S WEST end office
- 6 switch or a dedicated trunk from a CLEC switch. This means that whether a call
- 7 originates with a U S WEST end user or a CLEC end user, the call is delivered to the
- 8 directory assistance operator based on the order in which the directory assistance
- 9 platform receives the call.
- 10 The directory assistance platform feeds each directory assistance call to a directory
- 11 assistance operator on the same first-come, first-served basis. Directory assistance
- 12 operators handle both CLEC and US WEST directory assistance traffic. Calls feed
- automatically and mechanically into "open" operator positions; the operators have no
- capability to choose one call over another. Furthermore, the directory assistance
- database does not identify the party providing local service to the listed party, so the
- 16 US WEST operator is unable to discriminate in the provision of CLEC and US WEST
- 17 listings information.
- 18 The design of USWEST's directory assistance service platform assures the
- 19 nondiscriminatory treatment of CLECs. With a few exceptions, calls to each U S WEST
- directory assistance platform are placed in a single queue based on the order in which

In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, Released October 13, 1998, para. 245.

1 the directory assistance platform received the call. Calls feed to an operator based on 2 the call's order in the queue. Once in the queue, calls may only be handled on a first-3 in, first-answered, basis. There is no technical capability to prioritize the handling of 4 calls within the queue based on anything except the order in which the calls were received. 5 6 US WEST bases its policy to design a single queue for calls to each directory 7 assistance platform on economic and efficiency considerations. U S WEST makes an 8 exception to this single-queue design when required to meet end users' needs. 9 Exceptions include: separate queues for Spanish-speaking callers (so such calls may 10 be sent to Spanish-speaking operators); separate gueues according to the service being accessed (for example, so calls for national directory assistance and calls for 11 12 regional directory assistance go into different queues); and a separate queue for calls 13 from coin phones and hotels (for technical reasons involving billing). In no case does a 14 separate directory assistance queue exist based on the identity of the end user's local 15 service provider. 16 The design of the directory assistance network prevents any opportunity for 17 discrimination among or between CLECs' end users' calls and U S WEST's end users' 18 calls. In order to discriminate, U.S. WEST would have to place CLECs' calls into 19 separate queues, and give those queues a lower answering priority. Separate queues 20 would require separate trunks for each CLEC's calls, additional software for additional 21 queues, and could require additional operators because multiple queues create

significant call handling inefficiencies. Financially speaking, attempting to provide

directory assistance in a discriminatory manner would cost more than it would be worth.

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1 As calls are placed in queue, operator positions are polled to determine operator

availability to receive a call. Each call is then automatically and mechanically delivered

3 to an available operator based on the call's place in the queue and the length of time

4 that an operator has been without a call. The operator takes no action to receive a call;

rather, if an operator is without a call, the next call in queue is automatically fed to the

6 operator and he simply hears a tone that alerts him to the presence of a call.

7 The above procedures ensure that USWEST and CLECs receive the same level of

8 directory assistance service. The proposed SGAT obligates U S WEST to use the

above first-come, first-served procedures in the provision of directory assistance

service:

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10.5.2.4 U S WEST will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all U S WEST end users. U S WEST will provide the same priority of handling for CLEC's end user calls to U S WEST's Directory Assistance service as it provides for its own end user calls. Calls to U S WEST's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or U S WEST end users.

Because U S WEST's directory assistance procedures and platform design afford U S WEST no opportunity to discriminate between callers, there is no need for separate measurements for CLEC and U S WEST access to directory assistance. In order to provide separate measurements, separate trunks and queues would be required, and additional software and personnel would be required. Adding the functionality to gather separate measurements for CLEC and U S WEST access to directory assistance service would, ironically, create the very conditions necessary to engage in the discriminatory handling of calls.

- 1 Mr. Mike Williams provides additional information about the measurement of the speed
- 2 of directory assistance access, and performance results for directory assistance service
- 3 provided to CLEC and U S WEST end users in Arizona.

4 Ordering, Provisioning, and Maintenance

- 5 As described above, reseller CLECs and those using unbundled switching do not need
- 6 any equipment or trunking to allow their end users to access USWEST's directory
- 7 assistance service. Unless the CLEC chooses a directory assistance provider other
- 8 than USWEST, its end users receive the same access to directory assistance as
- 9 USWEST end users. Accordingly, the only ordering, provisioning, and repair that is
- 10 required is that which is provided for the local exchange service that is resold by the
- 11 CLEC to its end user. These activities are described in the resale section of this
- 12 testimony.
- 13 Mr. Mike Weidenbach describes the trunk ordering, provisioning, and maintenance
- 14 available for facility-based CLECs to access U S WEST's directory assistance platform
- in his testimony.

Billing

- 17 USWEST provides monthly bills to reseller CLECs and CLECs using unbundled
- 18 switching. Each CLEC's bill details the number of calls its end users make to
- 19 U S WEST's directory assistance service. The proposed SGAT obligates U S WEST to
- 20 issue bills in the following manner:

10.5.5.1 U S WEST will track and bill CLEC on a monthly basis for the number of calls placed to U S WEST's Directory Assistance service by CLEC's end users.

Summary

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- 5 In summary, USWEST's proposed SGAT and existing agreements with CLECs
- 6 establish specific and concrete terms which ensure it provides nondiscriminatory
- 7 access to directory assistance service as required under the Telecom Act. This
- 8 testimony demonstrates that U S WEST does, in fact, provide nondiscriminatory access
- 9 to directory assistance service to CLECs in Arizona. U S WEST satisfies this checklist
- 10 item.

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- 2 Section 271(c)(2)(B)(vii) of the Telecom Act requires that local exchange carriers, such
- 3 as U S WEST, provide to CLECs:
- Nondiscriminatory access to . . . (III) operator services to allow the other carrier's customers to obtain telephone numbers
- 6 USWEST satisfies this checklist item via its proposed SGAT and its 58 approved
- 7 interconnection and resale agreements. Under the provisions in these documents,
- 8 USWEST is specifically and concretely bound to provide CLECs with
- 9 nondiscriminatory access to US WEST's operator services. The following language
- 10 from the SGAT recognizes this obligation.
- 10.7.1.1 Toll and assistance operator services are a family of offerings that 12 assist end users in completing local and long distance calls. U S WEST 13 provides nondiscriminatory access to U S WEST operator service centers, 14 services and personnel.

Service Description - Operator Services

- 16 Callers access operator services by dialing "0" or "0" plus a phone number. Callers to
- 17 operator services can request operator assistance to complete local and intraLATA long
- distance calls, including person-to-person calls, collect calls, third party billing calls, and
- 19 calls to verify or interrupt busy lines.

Operator services consists of several primary functions:

- Local Assistance. Assists end users requesting help or information on placing
- or completing local calls; connects end users to home NPA directory assistance,

and provides other information and guidance, as may be consistent with 1 2 U S WEST's customary practices for providing end user assistance. 3 IntraLATA Toll Assistance. Assists end users requesting help or information 4 on placing or completing intraLATA toll calls. US WEST will direct a CLEC's 5 end user to contact its provider to complete intraLATA toll calls. Emergency Assistance. Assists end users who are attempting to place local or 6 intraLATA toll calls to emergency agencies, including but not limited to, police, 7 8 sheriff, highway patrol and fire. Busy Line Verification. Permits an end user to request assistance from the 9 operator bureau to determine if the called line is in use. The operator will not 10 11 complete the call for the end user initiating the BLV inquiry. 12 Busy Line Interrupt. Permits an end user to request assistance from the 13 operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that a call is waiting. 14 15 Quote Service. Provides time and charges to hotel/motel and other CLEC end 16 users for quest/account identification. 17 CLECs enjoy several options for providing operator services. CLECs that serve their 18 end users from US WEST end office switches, such as resellers and purchasers of 19 unbundled switching, may use the same trunking used by USWEST to reach the 20 operator services switch. Such CLECs access the same operators and operator 21 positions used by US WEST. A facility-based CLEC that serves its end users from its

- own end office switch can obtain access to USWEST's operator services. Such a
- 2 CLEC must obtain dedicated operator-type trunks to connect its end office switch to the
- 3 U S WEST operator services platform.
- 4 CLECs that use U S WEST operators to provide operator services can obtain branded
- 5 or unbranded service. Branded operator services include a message such as "Thank
- 6 You for using (CLEC)" at the beginning or end of each operator services call.
- 7 CLECs may choose to provide their own operator services and operators. In this
- 8 instance, CLECs that use U S WEST end office switches to serve their end users, such
- 9 as resellers and purchasers of unbundled switching, must establish dedicated operator-
- 10 type trunks from the USWEST end office switch to the CLEC's operator services
- 11 platform.

12 Operator Services in Arizona

- 13 USWEST currently provides operator services to CLECs in Arizona. USWEST
- 14 provides operator services for 19,734 end users of 30 reseller CLECs, and for end
- users of one facility-based provider.
- 16 USWEST will continue to meet the current demand for operator services, and is
- prepared to meet reasonable and foreseeable future demand for operator services.
- The following description details how U S WEST provides nondiscriminatory access to
- operator services and meets the requirements of the Act and the FCC's orders.

Branding

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- 2 In conformance with the FCC's rules, US WEST allows CLECs to brand calls to
- 3 US WEST's operator services, where technically feasible. By branding a call, an end
- 4 user can identify the local service provider. An example of branding is the message
- 5 "Thank you for using Easy Phone," which would be played for Easy Phone's end users
- 6 who call operator services, either at the front of the call, at the end of the call, or both.
- 7 The proposed SGAT provides for this as follows:
 - 10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's end user at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, US WEST will provide Call Branding to CLEC where technically feasible.
 - a) Front End Brand Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.
 - b) Back End Brand Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.
- 19 USWEST will provide branded operator services to a CLEC that resells or uses
- 20 unbundled switching, where technically feasible, through customized routing and
- 21 dedicated trunks. Customized routing allows a CLEC's calls to be directed to the
- 22 CLEC's dedicated trunks. Those dedicated trunks allow the CLEC's operator services
- traffic to be recognized by the operator services platform and branded with the CLEC's
- 24 unique brand.

⁵ 47 C.F.R. 51.217(d).

- 1 A facility-based CLEC's traffic to U S WEST's operator services may also be branded.
- 2 In this instance, the operator services trunks that deliver CLEC traffic from a CLEC's
- 3 end office switch to U S WEST's operator services platform identify the CLEC's traffic
- 4 so that it may be uniquely branded.
- 5 No monthly recurring charge for branding applies. The nonrecurring charge to establish
- 6 each branding message is \$3,560.00. (See SGAT Exhibit A Price List.)

7 Dialing Parity

- 8 US WEST provides dialing parity for CLEC access to US WEST's operator services.
- 9 An end user of a CLEC that resells U S WEST's local exchange services or a CLEC
- 10 that uses unbundled switching accesses US WEST's operator services by dialing the
- same number, i.e., "0" or "0" plus a phone number, as a retail end user of U S WEST.
- 12 An end user of a facility-based CLEC dials a number selected by the CLEC to access
- 13 US WEST's operator services. The CLEC may choose the same number used by
- 14 US WEST or a different number.
- 15 The proposed SGAT provides for this as follows:
- 16 10.7.2.12 CLECs customers may dial "0" or "0+" to access U S WEST
- operator services. A facility-based CLEC may choose to have its customers
- access U S WEST operators by dialing a unique number or by using the
- same dialing pattern as U S WEST end users.

- 1 Thus, U S WEST satisfies the Act's requirement for dialing parity with regard to
- 2 accessing operator services.

3 Third Party Operator Services

- 4 CLECs may provide their end users with their own operator services or a third party
- 5 provider's services.
- 6 A reseller CLEC can provide its own or a third party's operator services by purchasing
- 7 customized routing, and routing its end users' operator traffic from USWEST end
- 8 offices to the CLEC's operator services platform or a third party provider's operator
- 9 services platform. This scenario also applies to CLECs that purchase unbundled
- 10 switching from U S WEST.

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- 11 A facility-based CLEC can provide its own operator services by routing its operator
- services traffic directly from its end office switch, over its trunks, to its own operator
- 13 services platform or to the platform of a third party provider. A facility-based CLEC that
- uses its own switch to route its end users' operator services calls does not require the
- involvement of U S WEST unless the CLEC orders the trunks from U S WEST.

Nondiscriminatory Access to U S WEST's Operator Services

- 17 As discussed earlier in this affidavit, the Act and the FCC's rules require U S WEST to
- provide nondiscriminatory access to operator services. The affidavit of Mr. Mike
- 19 Williams describes two performance indicators for operator services. The first indicator,
- 20 "Speed of Answer Operator Services," measures the average time following the first
- 21 ring before an operator answers a call. The second indicator, "Calls Answered Within

- 1 Ten Seconds," measures the percentage of operator assisted calls that operators
- 2 answer within ten seconds of the first ring. US WEST provides results for these
- 3 indicators on an aggregated basis that combines the results for U S WEST and CLECs.
- 4 The results for the months of November, 1998, through January, 1999, are as follows:

5		November	December	January	
6	Speed of Answer (in seconds):	10.90	11.60	10.40	
7	Calls Answered within 10 Seconds:	89.1%	88.4%	89.6%	

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In its second Louisiana 271 application, BellSouth proposed similar operator services measures. In its response to that application, the FCC required BellSouth to either disaggregate operator services performance data between BellSouth and CLECs, or to explain why disaggregation is not feasible or is unnecessary to show nondiscrimination.⁶ In U S WEST's case, disaggregation is not necessary to show nondiscrimination because the underlying operator services platform and procedures ensure U S WEST and CLECs receive identical operator services.

The majority of operator services traffic that U S WEST handles on behalf of CLECs originates from resold services. Trunks that CLEC end users share with U S WEST retail end users deliver operator services traffic to the operator services platform. CLEC and U S WEST retail end users receive access to these shared trunks on a "first-come, first-served" basis so CLECs enjoy the same access to these trunks as U S WEST.

In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, Released October 13, 1998, para. 245.

1 Once operator traffic arrives at the operator services platform, CLEC calls and

2 US WEST calls are handled on a first-come, first-served, basis - regardless of whether

3 the call arrives on a shared trunk from a US WEST end office switch or a dedicated

4 trunk from a CLEC switch. This means that whether a call originates with a U S WEST

5 end user or a CLEC end user, the call is delivered to the operator based on the order in

6 which the operator services platform receives the call.

7 The operator services platform feeds each call to an operator on the same first-come,

8 first-served basis. The same pool of operators handles both CLEC and U.S.WEST

operator services traffic. Calls feed mechanically and automatically into each available

operator position based on the order in which the calls arrived. Operators have

absolutely no capability to select one call over another.

12 The design of U S WEST's operator services platform assures the nondiscriminatory

treatment of CLECs. With few exceptions, calls to each US WEST operator services

platform are placed in a single queue based on the order in which the operator services

15 platform received the call.

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16 U S WEST bases its policy to design a single queue for calls to each operator services

platform on economic and efficiency considerations. U S WEST makes an exception to

this single-queue design when required to meet end users' needs. Exceptions include:

separate queues for Spanish-speaking callers (so such calls may be sent to Spanish-

20 speaking operators); and a separate queue for calls from hotels and coin phones (for

technical reasons involving billing). In no case does a separate operator services

22 queue exist based on the identity of the end users' local services provider.

- 1 The design of the operator services network prevents any opportunity for discrimination
- 2 among or between CLECs' end users' calls and U S WEST's end users' calls. In order
- 3 to discriminate, U S WEST would have to place CLECs' calls into separate gueues, and
- 4 give those queues a lower answering priority. Separate queues would require: separate
- 5 trunks for each CLEC's calls, additional software for additional queues, and additional
- 6 operators.

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- 7 Once a call is placed in the queue, it may only be handled on a first-in, first-answered,
- 8 basis; no technical capability exists for prioritizing call handling within the queue on any
- 9 basis other than the order in which calls were received.
- 10 As calls are placed in queue, all operator positions are polled to determine operator
- 11 availability to receive a call. Each call is then automatically and mechanically delivered
- 12 to an available operator based on the call's place in the queue and the length of time
- that an operator has been without a call. The operator takes no action to receive a call;
- 14 rather, if an operator is without a call, the next call in queue is automatically fed to the
- operator and she simply hears a tone that alerts her to the presence of a call.
- 16 The above procedures ensure that U S WEST and CLECs receive the same level of
- 17 operator services. The proposed SGAT obligates U S WEST to use the above first-
- come, first-served procedures in the provision of operator services:

10.7.2.7 US WEST will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users. US WEST will respond to CLEC's end user calls to US WEST's operator services according to the same priority scheme as it responds to US WEST's end user calls. Calls to US WEST's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or US WEST end users.

1 Because US WEST's operator services platform design and procedures afford

2 US WEST no opportunity to discriminate between callers, there is no need for separate

measurements for CLEC and USWEST access to operator services. In order to

provide separate measurements, separate trunks and queues would be required and

additional software and personnel would be required. Adding the functionality to gather

separate measurements for CLEC and U S WEST access to operator services would.

7 ironically, create the very conditions necessary to engage in the discriminatory handling

8 of calls.

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9 Mr. Mike Williams provides additional information about the measurement of the speed

of operator services access and performance results for operator services provided to

11 CLEC and U S WEST end users in Arizona.

12 Ordering, Provisioning, and Maintenance

13 As described above, reseller CLECs do not need any equipment or trunking to allow

their end users to access USWEST's operator services. Unless the reseller CLEC

15 chooses an operator services provider other than U S WEST, its end users receive the

same access to operator services as USWEST's end users. Accordingly, the only

ordering, provisioning, and repair required is that which is provided for the local

exchange service that is resold by the CLEC to its end user. These activities are

described in the resale section of this testimony.

20 Mr. Mike Weidenbach describes the trunk ordering, provisioning, and maintenance

available for facility-based CLECs to access U S WEST's operator services platform in

22 his testimony.

Billing

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- 2 USWEST provides monthly bills to CLECs. The proposed SGAT, for example,
- 3 obligates U S WEST to issue bills in the following manner:
- 4 10.7.5.1 U S WEST will track usage and bill CLEC for the calls placed by CLEC's end users and facilities.
- 10.7.5.2. U S WEST will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). U S WEST will charge CLEC whichever option results in lower charges.

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Summary

- 12 In summary, US WEST's proposed SGAT and its existing agreements with CLECs
- 13 establish specific and concrete terms which ensure it provides nondiscriminatory
- 14 access to operator services as required under the Telecom Act. This testimony
- 15 demonstrates that USWEST does, in fact, provide nondiscriminatory access to
- operator services to CLECs. U S WEST satisfies this checklist item.

White Pages Directory Listings

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- 2 Sections 271(c)(2)(B)(viii) and 251(b)(3) of the Telecom Act together require U S WEST
- 3 to provide CLECs with nondiscriminatory access to white page directory listings.
- 4 US WEST provides nondiscriminatory access to white page listings through the terms
- 5 and conditions of the proposed SGAT and its 58 approved interconnection and resale
- 6 agreements. The proposed SGAT states:
- 10.4.2.8 U S WEST provides non-discriminatory appearance and integration of white pages listings for all CLEC's and U S WEST's end users. All requests for white pages directory listings, whether CLEC or U S WEST end users, follow the same processes for entry into the listings database.

Service Description – White Page Listings

- 12 U S WEST offers several types of listings, including primary, premium, and privacy
- 13 listings. A primary listing includes a telephone subscriber's name, address, and
- 14 telephone number. The white pages of the local telephone directory contain primary
- 15 listings. U S WEST provides primary listings at no charge to CLECs. For example, the
- 16 SGAT states:
- 17 10.4.2.1 CLEC will provide in standard, mechanized format, and US WEST will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end users. Primary listings are defined in US WEST general exchange tariffs.
- 21 Premium listings include, but are not limited to, additional listings for other household or
- business members, cross reference listings, and listings from other cities.
- 23 Privacy listings include nonlisted and nonpublished listings. Nonlisted listings are
- 24 available on U S WEST directory assistance records, but are not published in local
- 25 directories. Nonpublished listings are omitted from USWEST directory assistance

- 1 records and are not provided to publishers of local directories. U S WEST treats CLEC
- 2 end user listings with the same level of confidentiality as U S WEST end user listings.
- 3 U S WEST offers premium and privacy listings to CLECs at the retail rate, less the
- 4 applicable wholesale discount. For example, the proposed SGAT states:
- 5 10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at U S WEST's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A.
- 8 USWEST integrates CLEC end user listings with USWEST, other CLEC, and
- 9 independent telephone company listings in US WEST's listing database. With the
- 10 CLEC's permission, U S WEST will provide these integrated listings to U S WEST DEX,
- 11 U S WEST's directory publisher, and other directory publishers for the purpose of
- 12 publishing local directories.

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White Pages Directory Listings in Arizona

- 14 US WEST has entered more than 19,990 listings for more than 30 facility-based and
- 15 reseller CLECs into US WEST's listings database. US WEST submits daily files
- 16 containing nonprivate CLEC, independent company, and USWEST listings to its
- directory publishers for inclusion in white pages directories.

Nondiscriminatory Appearance and Integration of White Pages Listings

- 19 In order to satisfy this checklist item, the FCC requires a BOC to provide CLECs with
- 20 white pages listings that are nondiscriminatory in appearance and integration.7

Second Louisiana Order, para. 256.

- 1 US WEST provides CLECs with listings to comply with this requirement. For example,
- 2 U S WEST's proposed SGAT states:
- 10.4.2.8 U S WEST provides non-discriminatory appearance and integration of white pages listings for all CLEC's and U S WEST's end users.

 All requests for white pages directory listings, whether CLEC or U S WEST end users, follow the same processes for entry into the listings database.
- 7 The FCC further requires U S WEST to provide CLEC listings in the same font and size
- 8 as USWEST listings, without any separate classification for CLEC listings.8
- 9 U S WEST satisfies this requirement in its proposed SGAT:
- 10 10.4.2.10 CLEC white pages listings will be in the same font and size as listings for U S WEST customers, and will not be separately classified.
- U S WEST Provides Accurate, Reliable, and Nondiscriminatory Provisioning of
 White Pages Directory Listings
- 14 The FCC requires U S WEST to provide CLECs with white page listings that are as
- 15 accurate and reliable as the white pages listings U S WEST provides to its own end
- users.9 The FCC also requires U S WEST to have procedures in place that minimize
- 17 the potential for errors in the listings provided to CLECs.¹⁰
- 18 US WEST provides CLECs' white pages listings with the same accuracy and reliability
- 19 with which it provides its own end users' listings. USWEST accomplishes this
- 20 requirement by using the same procedures for USWEST and CLEC listings.
- 21 U S WEST's proposed SGAT declares:

Second Louisiana Order, footnote 803.

⁹ Second Louisiana Order, para. 257.

¹⁰ ld.

CLEC end user listings will be treated the same as 1 2 U S WEST's end user listings 3 4 The proposed SGAT also provides: 5 10.4.2.11 USWEST processes for publication of white pages 6 directory listings will make no distinction between CLEC and USWEST 7 subscribers. CLEC listings will be provided with the same accuracy and 8 reliability as USWEST's end user listings. USWEST will ensure CLEC 9 listings provided to USWEST are included in the white pages directory 10 published on U S WEST's behalf using the same methods and procedures. and under the same terms and conditions, as US WEST uses for its own 11 12 end user listings. 13 U S WEST's processes and procedures for white pages directory listings ensure that 14 listings provided for CLECs are as accurate and reliable as listings provided for 15 U S WEST's retail end users. Attached as Exhibit LAS-1 is "Flow Chart for White Pages Directory Listings." This flow chart shows how CLECs and U S WEST end user 16 17 listings are processed. 18 To ensure CLECs can submit accurate and complete listings orders to USWEST, 19 U S WEST provides extensive, detailed in-person listings training for CLECs. Between 20 June 1998, and December 1998, directory listings training sessions were held in 21 Phoenix, Portland, Seattle, and Denver. A session was held in Minneapolis in 22 February, 1999. Representatives from the following CLECs, among others, have attended these sessions: AT&T, Nextlink, ECI Communications, Phone Solutions, Inc., 23 24 MCI, GTE, GST, ELI, Compass, Touch America, Eclipse, McLeod, FirsTel, InfoTel, 25 Arizona Dialtone, Inc., Dakota Telecom Group, and Winstar. 26 Detailed training materials are provided to CLECs at no charge. These materials, titled 27 "USWEST Facility-Based Co-Provider Directory Listings User Document," and

- 1 "USWEST Reseller Co-Provider Directory Listings User Document," are several
- 2 hundred pages in length, and provide listing details, including: identity of the
- 3 U S WEST department responsible for listings, types of listings, process for electronic
- 4 and manual entry of listings, instructions for drafting listings, listings process flow.
- 5 process for problem resolution, and schedules for verification proofs.
- 6 To ensure nondiscriminatory treatment of CLEC listings, the same systems and
- 7 personnel process U S WEST and CLEC listings. These systems and personnel apply
- 8 manual and mechanical edits to CLEC and USWEST end user listings before and
- 9 after they are entered into US WEST's listings database. CLEC and US WEST end
- user listings are commingled in the U S WEST listings database.
- US WEST submits a single daily listings file containing commingled listings to its official
- 12 directory publisher, USWEST DEX (DEX), for inclusion in white pages directories.
- DEX publishes CLEC and U S WEST end user listings under the terms and conditions
- of the agreement between U S WEST and DEX.
- 15 In addition to the processes and procedures described above, CLECs are given
- opportunities to review their listings for accuracy, as they appear in U S WEST's listings
- 17 database. To allow CLECs to conduct the review, USWEST provides monthly
- 18 "verification proofs" to CLECs. These proofs give the CLEC an opportunity to review
- 19 and correct their listings, if necessary. US WEST provided verification proofs to
- 20 approximately 25 reseller CLECs and 10 facility-based CLECs in Arizona during
- 21 January, 1999. The proposed SGAT provides:

1 2	10.4.2.19 U S WEST will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory.
3 4	10.4.2.20 US WEST will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory.
5 6	10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.
7	CLECs may request "on-demand" listings reports, or they may check individual listings
8	at any time. USWEST responded to two CLEC on-demand listings requests in
9	Arizona in December, 1998, and January, 1999.
10	U S WEST provides CLECs with white pages directory closing schedules. Neither
11	U S WEST nor CLECs can make changes to listings for incorporation in the next
12	directory after these dates. U S WEST provides the closing date information to CLECs
13	by mail or facsimile. The proposed SGAT provides:
14 15	10.4.2.3 Directory publishing schedules and deadlines will be provided to CLEC.
16	U S WEST provides for delivery of directories to CLEC end users on the same terms
17	and conditions as directories are delivered to U S WEST end users.
18 19 20 21 22	10.4.2.12 US WEST shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC customers at parity with US WEST end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon customer request.
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24	The testimony of Mr. Dean Buhler provides additional information concerning
25	U S WEST's systems and business processes for white pages directory listings,
26	including processes for preordering, ordering, provisioning, maintenance, and billing.

Publication of White Pages Directories

- 2 USWEST licenses listings to CLECs that wish to publish their own white pages
- 3 directories. Such listings are available in electronic format, on magnetic tape, or by
- 4 other medium as may be agreed to between the parties. The proposed SGAT states:
- 10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, U S WEST will provide subscriber lists information gathered in U S WEST's capacity as a provider of local exchange service on a timely and unbundled basis, under nondiscriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format.

Summary

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- 12 In summary, U S WEST's SGAT and existing interconnection agreements with CLECs
- 13 establish specific and concrete terms that bind US WEST to provide white pages
- 14 directory listings in the manner required by the Act and the FCC's orders. U S WEST
- does, in fact, provide accurate and reliable listings to CLECs in Arizona. Accordingly,
- 16 U S WEST satisfies this checklist item.

Resale

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2 Sections 251(c)(4) and Section 252(d)(3) of the Telecom Act obligate U S WEST to

3 provide retail telecommunications services available to its end users for resale by

4 CLECs in a nondiscriminatory manner and at wholesale discounts. USWEST

5 provides telecommunications services for resale through the nondiscriminatory terms

and conditions of its proposed SGAT and 58 approved interconnection and resale

7 agreements. The following provision from the proposed SGAT demonstrates this

8 obligation:

6.1.1 US WEST Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll originating from US WEST exchanges will be available for resale from US WEST pursuant to the Act and will include terms and conditions (except prices) in US WEST Tariffs, where applicable.

14 Further, as ordered by the Commission in its cost docket, and consistent with the Act.

U S WEST provides services for resale to CLECs at a 12% discount for residence lines

and at an 18% discount for all other services available for resale, and product-specific

nonrecurring charges. The SGAT provides for this in Exhibit A - Price List, and as

18 follows:

The Telecommunications Services identified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. This SGAT at Exhibit A incorporates the Wholesale Discount Rate for Arizona as ordered by the Commission in Docket Number U-3021-96-448 et al. If the Commission takes any action to adjust the rates contained herein, U S WEST will make a compliance filing to incorporate the adjusted rates into this SGAT. Upon the compliance filing by US WEST, the parties will a going-forward abide by the adjusted rates on Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in this SGAT are available at the retail Tariff rates.

The Act

1 The discounts approved by the Commission in the Cost Docket also apply to resale of 2 products and services under the approved Arizona resale agreements. 3 The Telecom Act and FCC orders allow for certain limited restrictions on resale terms and conditions. The proposed SGAT and Commission-approved interconnection and 4 5 resale agreements establish limited restrictions on resale by CLECs. Specifically, the proposed SGAT provides: 6 7 6.2.2 Basic Exchange Telecommunications Service, Basic Exchange 8 Features, and IntraLATA Toll may be resold only for their intended or 9 disclosed use and only to the same class of end user to which U S WEST sells such services (e.g., residence service may not be resold to business 10 end users). Service provided directly to CLEC for its own use and not resold 11 to end users, such as administrative services, must be identified by CLEC, 12 and CLEC must pay the full retail rates and prices for such services. 13 6.2.2.1 Promotional offerings of ninety (90) days or less are not available 14 15 for resale. 16 6.2.2.2 Residential services, services that are grandfathered, and Lifeline/Link-up services are available only to the same class of customer 17 eligible to purchase these services from U S WEST. 18 19 Non-telecommunications services, such as inside wiring, calling cards and CPE, are not available for resale. 20 21 6.2.2.4 Enhanced services, such as voice messaging, are not available for 22 resale. 23 The Commission approved essentially the same restrictions on resale in its arbitration 24 order related to AT&T's interconnection and resale agreement. The order provides the 25 following direction regarding services to be made available for resale:

The Commission is authorized to act pursuant to federally delegated

mandates the unbundling and resale of "all" telecommunications services,

jurisdiction regarding non-tariffed and deregulated services.

under the supervision of the states.

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up services should be offered for resale, but to the class of customers which 2 3 would be eligible for such services from U S WEST 4 Voice mail is not a telecommunications service, and also is presently available on the open market. Voice mail is not the type of service which the 5 6 Act was designed to make available to LECs. It is not necessary for 7 U S WEST to offer voice mail to CLECs at a resale discount 11 8 Further, the Commission made the following decision regarding resale of promotional 9 offerings: Promotional offerings of ninety days or less are not subject to a resale 10 discount, pursuant to [FCC First Report and] Order, Para. 950 11 The Commission declines to extend the time frame of promotional offerings 12 not subject to a resale discount beyond ninety days. 12 13 The Commission also addressed cross-class restrictions as follows: 14 The Commission interprets the Act's restriction of resale to the same 15 category of customers eligible for the service from the ILEC to include 16 residential service to businesses, business service to residential customers, 17 services such as Lifelink to ineligible subscribers, and the limitation on 18 reselling Centrex services to those customers eligible for the service 19 20 pursuant to U S WEST's tariff.13 21 Finally, with regard to approved resale restrictions, BellSouth offered, in its second 22 Louisiana 271 application, to make Contract Service Arrangements (CSAs) available at 23 wholesale discounts to aggregated groups of CLEC end users that are similarly situated to the end users for whom the CSA was originally designed. In the FCC's response to 24 25 BellSouth's second Louisiana application, the FCC found that BellSouth's terms and 26 conditions for resale of CSAs may be a "reasonable and nondiscriminatory resale

As stated in the [FCC First Report and] Order, Para. 962, Lifelink and Link-

Arizona Corporation Commission, Docket No. U-2428-96-417 et al., In the Matter of the Petition of AT&T Communications of the Mountain States, Inc. for Arbitration of Interconnection Terms, and Conditions with U S WEST Communications, Inc., Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996, at pp 14-15.

¹² Id. at p. 16.

¹³ ld.

- 1 restriction because it is sufficiently narrowly tailored."14 In USWEST's case,
- 2 US WEST offers the resale of CSAs on essentially the same terms and conditions as
- 3 BellSouth. U S WEST's proposed SGAT provides:
- 6.2.2.5 U S WEST will offer Contract Service Arrangements (CSA) at the wholesale discount rates specified in Exhibit A for resale. U S WEST will offer CSAs for resale in aggregations of customers where CLEC end users are similarly situated to the original CSA end user. Nothing in this agreement shall affect any obligation of any end user with a CSA with U S WEST to terminate the CSA pursuant to the terms of the CSA, including payment of any cancellation fees, before transferring service to CLEC.
- 11 This provision is consistent with the Commission's order in the AT&T arbitration case.
- 12 The Commission ordered the following:
 - Section 251(c)(4) of the Act provides that ILECs must offer for resale at wholesale rates "any telecommunication service" that the ILEC provides at retail to non-carrier subscribers. This requirement would include discounted services, which would still have some avoided costs when provided for resale.¹⁵

Service Description - Resale

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- 19 "Resale" describes the sale by a CLEC of USWEST's finished retail
- 20 telecommunications services to an end user. U S WEST actually delivers the service to
- the CLEC's end user, but US WEST's "customer of record" is the CLEC, and all

In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and
 BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana,
 Memorandum Opinion and Order, CC Docket No. 98-121, Released October 13, 1998, para. 316.

Arizona Corporation Commission, Docket No. U-2428-96-417 et al., In the Matter of the Petition of AT&T Communications of the Mountain States, Inc. for Arbitration of Interconnection Terms, and Conditions with U S WEST Communications, Inc., Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996, at p 19.

- interactions regarding the service take place between U S WEST and the CLEC. The
- 2 CLEC's end user interacts only with the CLEC, and not with U S WEST.
- 3 USWEST provides products/services training classes and ordering classes. CLECs
- 4 may submit orders for resold services to U S WEST electronically through U S WEST's
- 5 operational support systems interfaces, EDI or IMA, or by facsimile. CLECs receive the
- 6 same intervals for installation, provisioning, maintenance, and repair of resold services
- 7 that U.S WEST retail end users receive. CLECs' orders are processed and entered
- 8 into U S WEST's services order processor (SOP) by U S WEST centers. After they are
- 9 entered into U S WEST's SOP, they are processed by the same systems and the same
- 10 personnel that process U S WEST's retail orders for the same services. CLECs receive
- 11 monthly bills from U S WEST for all resold services.
- 12 When a CLEC resells a residence or business local exchange service, certain ancillary
- 13 services are also provided with that service, unless the CLEC makes other
- 14 arrangements. These ancillary services include directory assistance and operator
- 15 services. Additionally, U S WEST continues to provide access to 911 service for resold
- 16 business and residence local exchange lines. To ensure 911 service for a CLEC's
- 17 resale end users, U S WEST uploads end user information to the Automatic Location
- 18 Identification (ALI) database from its service order processing systems each evening.
- 19 This database is used to provide a 911 dispatcher with address information associated
- with a 911 caller's telephone number. The same end user information is extracted for
- 21 CLEC and USWEST end users, using the same time interval for extraction of
- 22 information, using the same processes, methods and procedures. Ms. Margaret

- 1 Bumgarner provides additional information regarding 911 service in her testimony in
- 2 this matter.

3

Resale in Arizona

- 4 CLECs have resold, and U.S.WEST currently provides, 19,734 local exchange lines
- 5 and numerous other services to 30 CLECs in Arizona. This includes 10,642 residential
- 6 lines and 9,092 business lines. U S WEST currently provides other services to CLECs
- 7 for resale in Arizona including, but not limited to, ISDN service, Public Access Lines,
- 8 PBX trunks, and DS1 service. CLECs are providing these services in the following
- 9 Arizona cities, among others: Phoenix, Mesa, Green Valley, Tucson, and Yuma.
- 10 US WEST provides these services under terms and conditions that comport with the
- 11 requirements of the Act and the FCC's orders, and USWEST is concretely and
- specifically bound to continue to provide services under such terms and conditions, as
- 13 described above.

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- 14 U S WEST will continue to satisfy the current demand for services for resale, and is
- prepared to meet reasonable and foreseeable future demand for services for resale.
- 16 The following description details how U S WEST provides telecommunications services
- 17 for resale as required by the Act and the FCC's orders.

Nondiscriminatory Access to Resale

- 19 USWEST's processes and procedures for providing services to CLECs neither
- 20 discriminate between CLECs nor between CLECs and US WEST's retail operation.
- 21 CLECs receive the same provisioning intervals for the same services as U S WEST end

- 1 users. The same technicians who handle U S WEST retail service orders handle CLEC
- 2 resale orders for the same services. These technicians use the same systems,
- 3 processes, and procedures for CLEC and U S WEST orders. CLECs receive the same
- 4 repair commitments as USWEST's end users receive for the same services. The
- 5 same personnel, systems, and processes are used to repair services, whether resold
- 6 by CLECs or purchased by U S WEST's retail end users.
- 7 U S WEST has implemented extensive resale performance indicators to ensure that it
- 8 provides services for resale in the nondiscriminatory manner described above. Mr.
- 9 Mike Williams describes the resale indicators in his testimony and provides associated
- 10 Arizona results.

11 US WEST Support of CLECs

- 12 US WEST provides services for resale in compliance with the provisions of the Act and
- 13 the FCC's orders. The following details indicate how U S WEST interacts with CLECs
- 14 to provide services for resale.
- 15 U S WEST provides extensive support, training, and information to assist CLECs in
- 16 doing business with USWEST and successfully reselling USWEST's
- 17 telecommunications services. USWEST provides training in the following areas:
- 18 products and services, white pages directory listings and directory assistance listings
- 19 (as described above in the Listings section of this affidavit), and electronic interfaces.
- 20 Mr. Dean Buhler provides additional information regarding electronic interface training.
- 21 The proposed SGAT discusses training:

2 3	must use to request services from U S WEST, including product information, listing, and access to U S WEST systems.
4	Specifically, USWEST provides the following resale training classes for reseller
5	CLECs, including Basic Exchange Services Training, Complex Business Services
6	Training, POTS LSR Order Process Training, and Interconnect Mediated Access
7	Training.
8	U.S. WEST conducted classes in Seattle, Phoenix, Denver, and Phoenix during 1998
9	and 1999. To date, U S WEST has trained multiple representatives from more than 20
10	CLECs, including several CLECs doing business in Arizona. U S WEST posts class
11	schedules on its internet web site at http://www.uswest.com/
12	com/customers/carrier/interconnect/html/businesstraining.html.
13	US WEST provides the following training documents to CLEC representatives
14	attending the classes listed above:
15	Basic Business and Residence Services
16	Centrex Services and Single Line Services-ISDN
17	Private Line, Analog and Digital Point to Point Services, Switchnet 56, DS1, DS3,
18	and Contingency Services
19	PBX Services, Analog Services, Digital Switched Services, Primary Rate
20	Services"

- 1 These materials provide detailed Information concerning the topics listed, including
- 2 product descriptions and ordering information.
- 3 US WEST also publishes its "Interconnection and Resale Resource Guide" (IRRG) on
- 4 the internet at http://www.uswest.com/com/customers/carrier/interconnect/ index.html.
- 5 USWEST regularly updates the IRRG. The IRRG contains product and service
- 6 descriptions, objective intervals for provisioning services, preordering and ordering
- 7 information, maintenance, repair, and billing information, US WEST contact telephone
- 8 numbers, and schedules for training classes, as well as other information.
- 9 Additionally, U S WEST publishes its Interconnect Mediated Access (IMA) guide and
- 10 provides CLECs with access to it. US WEST regularly updates the IMA. The IMA
- 11 quide contains an IMA user quide, IMA training schedules, answers to frequently asked
- 12 questions, and IMA future release information.
- 13 U S WEST also publishes an EDI guide and provides CLECs with access to it. An EDI
- coordinator is also available by phone to provide assistance and information about EDI.
- 15 US WEST has help desks for CLECs. The EDI help desk is referenced above. An
- 16 IMA help desk is available and provides answers to questions and assistance for
- 17 CLECs using IMA. The ISC is also available to help CLECs process orders.
- Additionally, U S WEST provides support for CLECs by assigning an individual account
- manager from U S WEST's Wholesale Markets organization to each CLEC once the
- 20 CLEC signs an interconnection or resale agreement with USWEST. This account

- 1 manager is the single point of contact to answer questions and facilitate a CLEC's
- 2 interactions with U S WEST.

3 Preordering, Ordering, and Provisioning Services

- 4 Exhibit LAS-2 is a high-level flow chart that identifies the similarities between
- 5 preordering, ordering, and provisioning process for resold services provided to a CLEC
- 6 end user and the same services when they are provided to a U S WEST retail end user.
- 7 Service representatives in USWEST's retail operation complete the same activities
- 8 completed by CLECs, including the following.
- An end user calls a CLEC representative to order service; an end user calls
- 10 U S WEST's business office to order service.
- The CLEC representative may complete preordering and ordering activities by
- interfacing with U S WEST electronically.
- 13 The CLEC completes the activities comparable to U S WEST retail ordering and
- provisioning activities by accessing the same information from the same systems
- as U S WEST's retail representative.
- 16 CLECs and U S WEST retail service representatives receive a due date upon
- 17 completing ordering activities. CLECs and U S WEST's retail operation receive
- the same due date intervals for the same services for orders placed at the same
- time.

CLEC and U S WEST retail orders are entered into the service order processor (SOP) and they flow through U S WEST's legacy systems in exactly the same manner. Factors such as how service requests are provisioned, how technicians are assigned, and so on, depend solely on variables that are not related to the identity of the local service provider, such as order type, type of service ordered, facility availability, personnel availability, weather conditions, and other variables.

- 7 Mr. Dean Buhler provides detailed testimony about U S WEST's legacy systems, and
- 8 provisioning via those systems, in his testimony.

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- 9 A CLEC may perform preordering, ordering, and provisioning activities for resale of
- 10 USWEST's services electronically or manually, i.e., via telephone and facsimile.
- 11 CLECs that perform these activities electronically have two choices; they can use the
- 12 Electronic Data Interchange (EDI) interface; or, they can use the Interconnect Mediated
- 13 Access (IMA) interface. Mr. Dean Buhler will provide detailed information about the
- 14 technical aspects of EDI and IMA in his testimony addressing this matter.
- 15 In Arizona, reseller CLECs use IMA to complete preordering, ordering, and/or
- provisioning activities for their resale service requests, and some CLECs choose to use
- 17 manual processes to complete these activities. To perform preordering activities in
- 18 IMA, the CLEC accesses applicable preordering screens. To perform ordering
- 19 activities, the CLEC completes industry standard LSR forms in IMA, and sends them
- 20 electronically to U S WEST's Interconnect Service Center (ISC). Completed LSR forms
- 21 include entries for the services the CLEC will resell to its end user. LSR forms can

- include end user white pages directory listings information, when required, which is also
- 2 entered into U S WEST's directory assistance database.
- 3 The ISC representative screens the LSR forms for accuracy and completeness. If the
- 4 ISC representative finds errors that prevent LSR processing, the representative
- 5 contacts the CLEC to resolve the error. Errors that cannot be resolved within two hours
- 6 result in the LSR being rejected.
- 7 The LSR forms for resale service requests that "flow through" are electronically
- 8 converted into U S WEST service orders and transmitted to U S WEST's service order
- 9 processor (SOP). The LSR forms for other resale service requests are forwarded
- electronically to an ISC order specialist for entry into the SOP.
- 11 If a CLEC chooses to fax its service requests for resale to USWEST, the CLEC
- 12 requests a copy of the CSR by sending a faxed request to USWEST at a toll-free
- 13 number. U S WEST faxes or e-mails the CSR to the CLEC according to its request.
- 14 The CLEC completes preordering activities by contacting the ISC.
- 15 The CLEC completes resale ordering activities by completing LSR forms for resale of
- 16 services and faxing them to U S WEST's ISC. The ISC receives faxed LSR forms as
- 17 an electronic image, screens such forms for completeness and accuracy, and
- electronically passes the forms to an ISC order specialist for entry into the SOP.
- 19 When a CLEC's resale order enters U S WEST's SOP, the ISC order specialist sends
- 20 the CLEC a Firm Order Confirmation (FOC). The FOC confirms the due date the CLEC

- 1 received when it completed preordering activities. US WEST's retail operation does
- 2 not receive an FOC.
- When CLEC and U S WEST orders are completed, all appropriate U S WEST systems
- 4 are updated. As noted on Exhibit LAS-2, CLECs receive daily reports showing all
- 5 orders completed the prior day for resale, including new, additional, or disconnected
- 6 services. In addition, CLECs can access the status of specific service requests in IMA.
- 7 No notice of order completion is provided to USWEST's retail operation or its end
- 8 users.

9

Maintenance and Repair

- 10 Exhibit LAS-3 depicts the maintenance and repair process for the same services for
- 11 CLECs and for US WEST's retail operation. CLECs are responsible for reporting to
- 12 U S WEST trouble experienced by their end users relating to resold services obtained
- by CLECs from U.S.WEST. CLECs may complete repair requests electronically or
- 14 manually. CLECs that file repair reports electronically can use the Electronic Bonding –
- 15 Trouble Administration (EB-TA) interface or the Interconnect Mediated Access (IMA)
- 16 interface.
- 17 CLECs can also submit trouble reports by calling U S WEST. This is the process used
- by US WEST's retail end users. For non-designed services (e.g., residential lines),
- 19 CLEC and US WEST retail end users call US WEST's Repair Call Handling Center.
- 20 CLECs report designed services trouble (e.g., DS1) to U S WEST's Account
- 21 Maintenance Support Center, and US WEST's end users report designed services
- trouble to the Centralized Repair Service Answering Bureau.

1 An employee called a "screener" receives telephone trouble reports, creates an

2 electronic trouble ticket, and submits it into US WEST's systems. If a CLEC submits

3 trouble reports electronically, an electronic trouble ticket is automatically created and

4 released into U S WEST's systems. CLEC trouble reports are handled in the same way

5 that U S WEST's retail end users' reports are handled. The same systems, the same

6 personnel, and the same processes and procedures are used to clear such trouble.

7 CLECs' trouble reports receive the same priority as USWEST end user trouble

8 reports. Trouble reports are handled on a "first-in, first-out," basis.

Billing

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10 CLECs may receive bills from U S WEST electronically or in paper copy. The Business

Procedure section of the IRRG contains CLEC bill format options under "Media Type –

12 Output and Reports." CLECs can receive electronic bills for resold services using a

national standard electronic interface, the Network Data Mover (NDM). Mr. Dean

Buhler provides detailed information about the technical aspects of electronic billing in

15 his testimony.

16 CLECs that want paper bills receive statewide, monthly statements that itemize charges

17 for each end user to whom they have resold services.

Summary

19 In summary, US WEST's proposed SGAT and its existing Arizona interconnection

agreements contain specific and concrete terms that bind U S WEST to provide

telecommunications services for resale in the manner required by the Telecom Act.

- 1 USWEST does, in fact, provide services for resale to numerous CLECs in Arizona
- 2 under these terms and conditions. Accordingly, U S WEST satisfies this checklist item.

3 Conclusion

- 4 My testimony establishes that USWEST has satisfied the requirements of the
- 5 Telecommunications Act of 1996 for providing access to directory assistance and
- 6 operator services, white pages directory listings, and resale of retail
- 7 telecommunications services, that are prerequisites for USWEST's entry into the
- 8 interLATA long distance market in Arizona.
- 9 Because U S WEST has satisfied the requirements of the Act, the Commission should
- 10 find that U S WEST has satisfied the Act's checklist requirements for nondiscriminatory
- access to directory assistance and operator services, white page directory listings, and
- 12 providing retail telecommunications services for resale.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

EXHIBITS OF

LORI A. SIMPSON

U S WEST COMMUNICATIONS

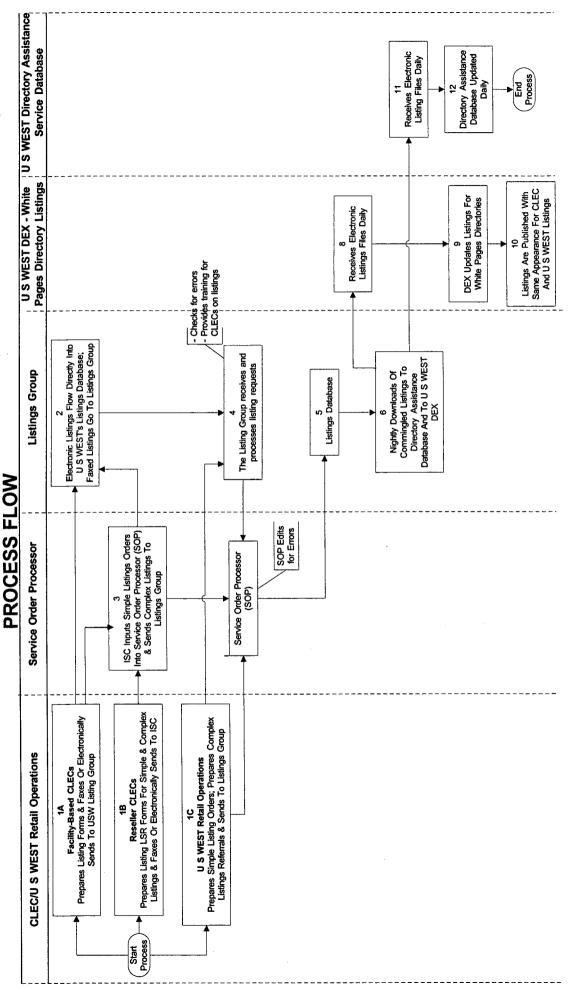
Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Exhibits of Lori A. Simpson March 25, 1999

INDEX OF EXHIBITS

DESCRIPTION	EXHIBIT
Listings Process Flowchart	LAS-1
Retail/Resale Process Flowchart	LAS-2
Repair and Maintenance Process Flowchart	LAS-3

WHITE PAGES DIRECTORY LISTINGS - CHECKLIST ITEM 8 **CLEC AND U S WEST RETAIL END USER LISTINGS**

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – LAS-1 Exhibits of Lori Simpson Page 1 of 2, March 25, 1999

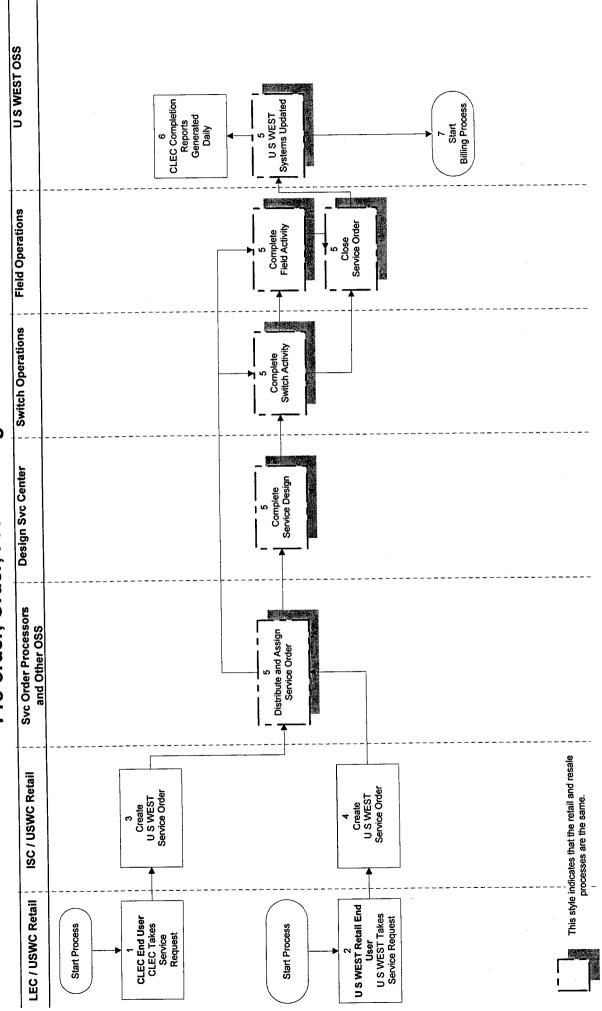


Resale – Checklist Item 14 Preorder, Order, Provisioning and Downstream Processes Task List

Assoc Task # 4	Process Process
1A Facility-Based CLECs Prepares Listing Forms & Faxes or Electronically Sends to USW Listing Group, or ISC for listings associated with unbundled switching orders	 CLEC prepares one or more of the following OBF Directory Listing Forms: DSR – Directory Service Request – required for all listing information DL – Directory Listing – contains end user listing data as it is to appear in the published directory and on Directory Assistance DSCR – Directory Service Caption Request – required when requesting caption or straight line indent listings When the listing is not associated with a UNE request, or when the listing is associated with an UNE other than switching, the CLEC submits its request via fax or the EDI batch process. When the listing is associated with UNE-switching, the CLEC may submit its request via fax, EDI, or IMA.
1B Reseller CLECs Prepares Listing LSR Forms for Simple & Complex Listings & Faxes or Electronically Sends to ISC	 CLEC prepares one or more of the following OBF directory listing forms: DSR – Directory Service Request – required for all listing information DL – Directory Listing – contains end user listing data as it is to appear in the published directory and on Directory Assistance DSCR – Directory Service Caption Request – required when requesting caption or straight line indent listings The CLEC may submit its request via fax, EDI, or IMA.
1C U S WEST Retail Operations Prepares Simple Listing Orders; Prepares Complex Listings Referrals & Sends to Listings Group	 U S WEST retail end user calls the U S WEST Service Representative. Service representative prepares simple listings orders and releases to the service order processor (SOP). Service representative sends complex listings orders to the Listings group for processing and release to SOP.
2 Inputs listings into listings database: or, Electronic listings go directly into U S WEST's listings database	database. 2. Batch EDI listings feeds directly to listings database.
3 ISC inputs simple listings orders into Service Order Processor (SOP)	ISC representative prepares and releases listing orders into SOP.
4 Listings Group receives listing orders from CLEC	 Listings group representative receives faxed complex & simple listings orders from facility-based CLECs & processes facility-based listings orders & releases to listings database. Receives complex listing requests from ISC & U S WEST retail operations & processes complex listings orders & releases to SOP.
5 Listings flow into listings database	Mechanical edits are applied to all listings - CLEC listings and U S WEST listings are Commingled in database CLECs are provided monthly "proof" reports of all their listings
6 Nightly downloads of commingled listings to Directory Assistance database and to U S WEST DEX	 Data file automatically downloaded nightly updates directory assistance database from listings database. Data file automatically downloaded nightly and sent to U S WEST DEX for updatin white page directory listings.
Service Order Processor	Processor that takes all listings orders, applies edits, and releases them to all appropriate downstream databases and legacy systems.
8 U S WEST DEX receives updated electronic listings files nightly of commingled CLEC, U S WEST retail, and independent company listings	Receives listings from listings database. U S WEST DEX receives data file from listings database nightly with updates to white page directory listings for purposes of publication in white pages directories.
9 DEX updates listings for white pages directories	U S WEST DEX white page directory listing database updated.
White pages directroy listings are published with same appearance for CLEC, independent company, and US WEST retail end user listings	
11 Directory assistance listing database receives updated electronic listing files nightly	Receives listings from listings database. Electronic data file is automatically received from listings database nightly with all updated listings for appropriate modification of listings in directory assistance database.
12 Directory Assistance database updated nightly	Directory assistance database updated from data file from listings database.



Resale - Checast Item14
Pre-order, Order, Provisioning Processes



Resale – Checklist Item 14 Preorder, Order, Provisioning and Downstream Processes

Task List

Assoc * Task #	Process
1	CLEC takes order from end user and completes preorder and order activities and submits Local Service
	Request (LSR) forms to U S WEST using EDI, IMA or Faxing.
2	U S WEST retail operation takes order from end user and completes preorder-type and order activities.
3	USWC's Interconnect Service Center (ISC) receives the LSRs and for those orders that flow through to the Service Order Processor (SOP), the LSR is reviewed for completeness and then the ISC clicks on the "flow through" button and the LSRs are sent electronically to the SOP. If the LSR was faxed it is automatically converted into an LSR electronic image. The electronic image is reviewed for completeness and is electronically sent to an Order Specialist who enters the order into the SOP. U S WEST sends all CLECs a Firm Order Confirmation notice.
4	U S WEST retail operations submits order entry information to the order entry system for release into the SOP. Order entry information is either automatically sent to the SOPS or it is forwarded to an order typist for entry.
5	Service orders are created and released into the SOP. All U S WEST and CLEC orders are commingled at the point, and are handled by the same systems, processes, and personnel. The service orders are distributed to the appropriate downstream departments for completion of required provisioning activities, including but not limited to the following: - Assigning a new telephone number to a cable and pair. - Designing the circuit. - Entering the switch translation for the telephone number and requested central office features. - Completing any fieldwork, such as wiring the circuit at the end user location. After all provisioning activities are completed the service orders are completed off. This happens electronically if no field work was required. The completed service order is passed to appropriate internal databases and systems for updating of listings, 911, directory assistance records, customer service records, etc. CLEC order completion reports are generated and sent to the CLEC daily. These reports are generated based on the service orders completed off on the previous day. The reports are available on paper or
	electronically, as each CLEC has requested.
7	Completed order information flows to U S WEST billing systems and order activity is reflected in monthly bill for CLECs' and U S WEST's retail end users.

Arzona Corporation Commission Docket No. T-000008-97-0238 U S WEST Communications – LAS-3 Exhibits of Loft A. Smpson Page 1 of 2, March 25, 1999 Complete Repair, Close Ticket, Notify CLEC or U S WEST End User End Process Technician Load & Resource / C.O. Admin. Center 11 Dispatch Technician Route to:
Translations or Complex
Translations
Network Management
Center Maintenance And Repair Process Route for Dispatch: LRAC for Outside or CORAC for C.O. Resale - Checklist Item 14 Repair / Tester Screener £ U S WEST End User or CLEC to Close Report and Ticket 7 Test to Determine Appropriate Routing Trouble Cleared? 흅 5 U S WEST Receives Retail End User Trouble Repair Centers ls a
U S WEST
Trouble Ticket
needed? Create Trouble Ticket Start Process **US WEST** Yes **End Process** ٤ Call U S WEST to Report Trouble 3 Create an Electronic Trouble Ticket This style indicates that the retail and resale processes are the same Yes 2 CLEC Resolves Trouble CLEC Receives End User Trouble Is a
U.S. WEST
Trouble Ticket
needed? CLEC End Process Start Process ž

Resale – Checklist Item 14 Maintenance and Repair Process Task List

Assoc. Task#	Processie
1	The CLEC takes a trouble report from its end user and determines if the problem is with the end user's CPE, with CLEC equipment, or in U S WEST- provided service.
2	If the CLEC determines that the problem is not a U S WEST problem then the CLEC resolves the trouble with the end user.
3	If the CLEC determines that the problem is in U S WEST's service then a trouble report is sent to U S WEST. CLEC can send an electronic report in IMA or in EB-TA. The same procedures are used to process a CLEC trouble report as are used for U S WEST retail trouble reports for the same services.
4	The CLEC can call trouble reports in to U S WEST's RCHC at 888 405-0083 for simple POTS services or the Account Management Service Center (AMSC) at 800 223-7881 for complex or designed services. The same procedures are used to process a CLEC trouble report as are used for U S WEST retail trouble reports for the same services.
5	U S WEST's residential retail end users report trouble by calling the Repair Call Handling Center (RCHC) at 800-573-1311 and business end users call 800-954-1211. Business end-users will be routed to the correct repair center based on the type of service POTS or designed services. The center determines if the problem is with the end user's CPE or in U S WEST's service.
6	The repair center opens a trouble ticket. The same process is used for U S WEST end user trouble reports and CLEC reports.
7	When a CLEC or U S WEST trouble report is issued the line is automatically tested. Based on the results of the tests, the trouble ticket will be routed and assigned to the appropriate U S WEST departments. The same technicians using the same procedures and the same repair intervals will process all trouble tickets for the same type of service.
8	If no trouble is found in the line test, or the trouble is cleared, the U S WEST employee will contact the CLEC or the U S WEST end user and close the trouble ticket.
9	If the trouble requires U S WEST to dispatch an outside technician, then the ticket is routed to the Load and Resource Administrative Center (LRAC) for outside technicians. If the trouble involves the central office, then it is routed to the Central Office Resource Administration Center (CORAC) for central office technicians.
10	If the trouble involves the central office translations, then it is routed to the appropriate group correct the translations. The same U S WEST employees, regardless of the origin of the trouble, handle all like troubles.
11	The trouble tickets are dispatched to a U S WEST technician. All trouble tickets are loaded based on the standard repair interval for that service on a first in, first out, basis. No distinction is made between U S WEST retail trouble tickets and CLEC trouble tickets.
12	Trouble is repaired and the ticket is closed. The CLEC is notified that the ticket has been closed according to method requested by the CLEC, (e.g., by phone call). An electronic report created by the CLEC in IMA or EBTA will be updated to show a status of "Closed". The U S WEST end user does not always receive notification that the trouble has been resolved.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996)) DOCKET NO. T-00000B-97-0238) AFFIDAVIT OF) LORI A. SIMPSON)
STATE OF MINNESOTA COUNTY OF HENNEPIN) : SS)

Lori A. Simpson, of lawful age being first duly sworn, deposes and states:

- 1. My name is Lori A. Simpson. I am Director, Wholesale Markets, of U S WEST Communications in Minneapolis, Minnesota.
- 2. I hereby swear and affirm that the statements and data contained in the attached affidavit and exhibit(s) are true and correct to the best of my knowledge and belief.

ori A. Simpson

SUBSCRIBED AND SWORN to before me this 12th day of March, 1999.

Christine A Cocchiaveller

My Commission Expires:

Jan 31, 2000



AFFIDAVIT OF BRUNSTING

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

AFFIDAVIT OF
JUDITH L. BRUNSTING

MARCH 25, 1999

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Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Affidavit of Judith L. Brunsting Page 1, March 25, 1999

1	IDENTIFICATION OF AFFIANT
2	My name is Judith L. Brunsting. I am Director, Regulatory, at U S WEST Long
3	Distance, Inc. ("U S WEST Long Distance"). I am responsible for the regulatory
4	and public policy issues for U S WEST Long Distance. I am a graduate of
5	Nettleton Business College with a degree in Accounting. I have more than 30
6	years experience in the telecommunications industry with an emphasis in
7	engineering, marketing, regulatory, and planning. I have held positions in
8	Network, Public Policy, and the Carrier organizations within U S WEST
. 9	Communications. In 1995, I became the Director, Regulatory, for Time Warner
10	Communications. I assumed my position as Director, Regulatory, for U S WEST
11	Long Distance in 1997.
12	
13	PURPOSE OF AFFIDAVIT
14	
15	The purpose of my affidavit is to provide the Commission with information
16	relating to progress U S WEST Long Distance has made with regard to Section
17	272 of the Act and to show that U S WEST Long Distance is prepared to satisfy
18	Section 272 requirements once U S WEST Communications obtains Section 271
19	authority.
20	
21	Although the decisions regarding Section 272 satisfaction is left solely to the
22	FCC, I understand that U S WEST Communications wants to ensure a complete

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1 record in this proceeding. Therefore, I will demonstrate that U S WEST Long 2 Distance will follow Sections 272(a) "Separate Affiliate Required for Competitive 3 Activities", 272(b) "Structural and Transactional Requirements", and 272(g) "Joint 4 Marketing" of the Communications Act of 1996 ("Act"), and related rules as promulgated by the Federal Communications Commission ("FCC"), upon 5 6 U S WEST Communications' receipt of in-region, interLATA authority in the state 7 of Arizona. 8 9 My affidavit also discusses the understanding that U S WEST Long Distance has 10 concerning the nondiscriminatory safeguards described in Section 272(c) of the 11 Act. Although not specifically directed at the long distance affiliate, U S WEST 12 Long Distance understands that, with the exception of express exemption set 13 forth in of Section 272(g), U S WEST Communications may not provide greater 14 access to U S WEST Long Distance than any other interexchange carrier in the 15 provision of services or standards. Further, U S WEST Long Distance 16 understands that all transactions between U S WEST Long Distance and 17 U S WEST Communications must be accounted for and in accordance with 18 standard accounting principles. My affidavit demonstrates the business 19 processes U S WEST Long Distance has in place to provide information and 20 show the support for the services it receives.

1 My affidavit also explains the steps U S WEST Long Distance has taken to 2 ensure it satisfies these aspects of Section 272, including U S WEST Long 3 Distance's employee training and awareness efforts. 4 5 **EXECUTIVE SUMMARY** 6 7 My affidavit provides the Commission with information relating to progress 8 U S WEST Long Distance has made with regard to Section 272 of the Act. This 9 affidavit provides an overview of U S WEST Long Distance's processes and 10 procedures which establish that U S WEST Long Distance is prepared to offer 11 service in compliance with Section 272. My affidavit is submitted to ensure as 12 complete a record as possible. The affidavit of Ms. Teresa Million, an employee 13 of U S WEST Communications, provides additional evidence of how these 14 requirements are being implemented within that organization. 15 16 I will demonstrate that U S WEST Long Distance will satisfy all of the relevant 17 requirements of Section 272, and the related rules promulgated by the FCC.

following U S WEST Communications' receipt of in-region, interLATA authority in

Arizona. U S WEST Long Distance is a separate affiliate that will offer

originating interLATA services in Arizona upon approval.

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1 There are three provisions of Section 272 that directly affect U S WEST Long 2 Distance as a Section 272 affiliate, subsections (a), (b), and (g). U S WEST 3 Long Distance is prepared to satisfy each of these provisions. 4 5 Section 272(a) of the Act requires that U S WEST provide long distance services 6 through a separate long distance affiliate. Long distance services will be offered, 7 upon approval, by a separate long distance affiliate, U S WEST Long Distance. 8 9 Section 272(b) requires that the long distance affiliate maintain separate books. 10 records and accounts, have its own directors, officers, and employees, obtain 11 credit that will not provide recourse to the assets of U S WEST Communications, 12 and conduct all transactions with U S WEST Communications on an arm's length 13 basis, with all such transactions reduced to writing and available to the public for 14 inspection. U S WEST Long Distance is satisfying and will continue to satisfy 15 these requirements of the Act. 16 17 Section 272(g) sets forth guidelines on how U S WEST Long Distance and 18 U S WEST Communications can jointly market interLATA long distance services. 19 U S WEST Long Distance is aware of and will adhere to these requirements of 20 the Act.

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I will also discuss the substantial employee training and awareness efforts that 2 U S WEST Long Distance has implemented to ensure the requirements of 3 Section 272 of the Act are implemented and followed. 4 U S WEST LONG DISTANCE IS PREPARED TO ADHERE TO SECTION 272 5 6 7 Before discussing the facts supporting that U S WEST Long Distance is 8 prepared to satisfy Section 272, it is important to distinguish the difference 9 between Section 272 and Section 271 satisfaction. Section 271 sets forth the 10 standards that must be satisfied before U S WEST Communications can get into 11 the in-region interLATA market. Section 272 states how U S WEST 12 Communications must offer such interLATA services once it receives Section 13 271 authority. Thus, there is no specific requirement that U S WEST Long 14 Distance meet Section 272 obligations now. U S WEST Long Distance must 15 present evidence that it is prepared to operate under the terms of Section 272 16 once U S WEST Communications is granted authorization to provide in-region, 17 interLATA services in Arizona. In essence, this Commission must make a 18 "predictive judgment" about whether Section 272 satisfaction appears likely. 19

1 U S WEST Long Distance Satisfies Section 272(a)

2 U S WEST Long Distance was formed as a separate affiliate, organized and 3 4 operating in compliance with Section 272(a) of the Act. US WEST Long 5 Distance is a duly formed and existing corporation organized under the laws of the State of Colorado as shown in Exhibit JLB-1. It was incorporated on 6 7 November 14, 1995. 8 9 U S WEST Long Distance is a wholly owned subsidiary of U S WEST, Inc., a 10 Delaware corporation. As shown in Exhibit JLB-2, U S WEST Long Distance 11 and US WEST Communications are both subsidiaries of US WEST, Inc. In 12 addition, U S WEST Long Distance owns no stock of U S WEST 13 Communications nor does U S WEST Communications own any stock of 14 U S WEST Long Distance. Thus, as both a legal and practical matter, the two 15 companies are separate. 16 17 U S WEST Long Distance currently holds a certificate of authority to transact 18 business from the Secretary of State in each of the fourteen (14) states that 19 comprise U S WEST Communications' territory. U S WEST Long Distance's 20 "Certificate of Disclosure" for Arizona provides U S WEST Long Distance with 21 authority to operate in the state. See Exhibit JLB-3.

'	Seci	1011 272(b)
2		
3	Sect	ion 272(b) contains five "structural separations" that U S WEST
4	Com	munications and U S WEST Long Distance must maintain for as long as the
5	requi	rements of Section 272 are in force. First, Section 272(b)(1) requires
6	USV	WEST Long Distance to operate independently from U S WEST
7	Com	munications. Several facts show that U S WEST Long Distance satisfies
8	this p	provision:
9		
10	a.	U S WEST Long Distance does not and will not jointly own, with
11		U S WEST Communications, telecommunications transmission and
12		switching facilities or the land and buildings on which such facilities are
13		located.
4		
5	b.	U S WEST Long Distance is not currently providing to U S WEST
6		Communications operations, installation, or maintenance services in
7		connection with U S WEST Communications' switching and transmission
8		facilities, nor will it provide them to U S WEST Communications in the
9		future for as long as Section 272 is in force.
20		
21	C.	U S WEST Long Distance will not accept from U S WEST
2		Communications operation, installation, or maintenance services in

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1		connection with U S WEST Long Distance's switching and transmission
2		facilities.
3		
4	d.	U S WEST Long Distance does not currently own any transmission or
5		switching facilities. It will begin operations in Arizona as a non-facilities
6		based reseller. U S WEST Long Distance entered into a contract to resel
7		AT&T services in September, 1998.
8		
9	Seco	nd, Section 272(b)(2) requires that U S WEST Long Distance maintain
10	book	s, records, and accounts that are separate from the books, records, and
11	accounts of U S WEST Communications. Several facts show that U S WEST	
12	Long	Distance satisfies this provision:
13		
14	a.	The accounting of the two entities is not commingled.
15		
16	b.	U S WEST Long Distance has and will continue to account for all
17		transactions between U S WEST Long Distance and U S WEST
18		Communications in accordance with the applicable requirements of
19		Part 32 of the FCC's accounting rules, as modified by the rules adopted
20		by the FCC in the Accounting Safeguards Report and Order, Appendix B.
21		

1	C.	U S WEST Long Distance has established and maintains a Chart of
2		Accounts that is separate from U S WEST Communications' Chart of
3		Accounts as shown in proprietary Exhibit JLB-4.
4		
5	d.	U S WEST Long Distance follows Generally Accepted Accounting
6		Principles ("GAAP"), as adopted by the FCC in Docket 96-150.
7		U S WEST Long Distance does not maintain its books, records, and
8		accounts in accordance with Part 32, Uniform Systems of Accounts
9		("USOA"), nor is it required to do so.
10		
11	e.	U S WEST Long Distance issues a separate set of financial statements
12		from those of U S WEST Communications as shown in proprietary Exhibit
13		JLB-5 and JLB-6. Although these statements are not publicly released,
14		the financial information is consolidated into U S WEST, Inc.'s publicly
15		available financial reports.
16		
17	f.	U S WEST Long Distance maintains separate internal financial controls
18		from U S WEST Communications as shown in proprietary Exhibit JLB-7.
19		
20	g.	U S WEST Long Distance has its own federal tax identification number
21		that is separate from U S WEST Communication's federal tax
22		identification number.

1	

2 h. U S WEST Long Distance has assets that are separate from U S WEST 3 Communications' assets. U S WEST Long Distance documents and 4 tracks these assets in its own property records as shown in proprietary 5 Exhibit JLB-8. 6 7 i. U S WEST Long Distance pays applicable taxes and fees to various 8 taxing and regulatory agencies separately from U S WEST 9 Communications. 10 11 į. U S WEST Long Distance complies with state and FCC regulatory 12 reporting requirements separately from U S WEST Communications. 13 14 Third, Section 272(b)(3) requires U S WEST Long Distance to have separate 15 officers, directors and employees from U S WEST Communications. U S WEST 16 Long Distance satisfies this provision as shown by the following facts: 17 18 a. U S WEST Long Distance has no officers, directors, or employees that 19 are also officers, directors, or employees of U S WEST Communications. 20 21 b. No director of U S WEST Long Distance will also act as a director of 22 U S WEST Communications and, as long as the requirements of Section

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1 272 remain in force, no director of U S WEST Long Distance will also 2 simultaneously act as a director of U S WEST Communications. 3 4 U S WEST Long Distance has a board of directors that currently consists C. 5 of one (1) person - Kathy R. Stephens. Ms. Stephens is not an officer or 6 director of U S WEST Communications. Exhibit JLB-9 provides a 7 complete listing of U S WEST Long Distance's board of directors and 8 officers, all of whom are not employees, officers, or directors of 9 U S WEST Communications. In the FCC's recent order pertaining to 10 BellSouth's Louisiana Section 271 filing, the FCC stated that, "...We 11 disagree with Sprint's contention that having one director for BSLD is 12 insufficient to satisfy the requirement of section 272(b)(3) because one 13 director cannot provide the collective oversight and consideration for the 14 effective realization of the Board of Director's substantial responsibilities. 15 Neither the statute nor our implementing regulations require a BOC 16 to...establish a minimum number of Board members." BellSouth 17 Louisiana II at ¶ 330. 18 19 d. U S WEST Long Distance and U S WEST Communications maintain 20 separate payrolls and will continue to do so in the future. U S WEST Long 21 Distance currently employs a separate staff from U S WEST 22 Communications of approximately 100 employees. No U S WEST Long

1 Distance employee is an employee of U S WEST Communications and, 2 as long as applicable Section 272 requirements exist, no employees of 3 U S WEST Long Distance will be simultaneously employed by U S WEST 4 Communications. 5 6 e. Separations between U S WEST Long Distance and U S WEST 7 Communications employees are maintained throughout. For example. 8 U S WEST Long Distance's payroll is administered by U S WEST 9 Communications under an affiliate contractual agreement, as required by 10 and in compliance with Section 272(b)(5). U S WEST Long Distance 11 employees that perform functions supporting other U S WEST affiliates, 12 including U S WEST Communications, are required to report that time. 13 U S WEST Long Distance then charges the affiliate this reported time 14 using rates set in accordance with applicable FCC requirements as 15 documented in the relevant task orders. The methods and procedures for 16 time reporting for affiliates are shown in proprietary Exhibit JLB-10. 17 18 f. U S WEST Long Distance initiates a series of activities when an employee 19 accepts employment with another company in the U S WEST family. The 20 departing U S WEST Long Distance employee must notify his/her 21 manager of their decision to leave; a letter of resignation may accompany 22 their notice, but is not required. A resignation date is then determined and

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1 prior to this date, the departing U S WEST Long Distance employee must 2 turn in their corporate credit card, identification badge, corporate calling 3 card, and remote system access card. Once the resignation date has 4 passed, the ex-employee is removed from U S WEST Long Distance's 5 payroll. 6 7 All U S WEST Long Distance employees report directly to or through g. 8 U S WEST Long Distance lines of organization to the U S WEST Long . 9 Distance General Manager, a position which is currently vacant, as shown 10 on Exhibit JLB-11. 11 12 Separation between U S WEST Communications, the Bell Operating Company 13 ("BOC"), and U S WEST Long Distance is maintained throughout. U S WEST 14 Long Distance's General Manager reports directly to the President of U.S. WEST. 15 Inc. Ms. Kathy Stephens is the Vice President and Acting General Manager of 16 U S WEST Long Distance and will hold that title until the General Manager's 17 position is formally filled. The FCC found in its recent order in BellSouth's 18 Louisiana Section 271 filing (FCC 98-271), Paragraph 330, that "...[N]either the 19 statute nor our implementing regulations require a BOC to outline the reporting 20 structure of its affiliate's Board of Directors..." to show compliance with this 21 section of this Act. To meet its burden of proof, the Section 272 subsidiary must

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Affidavit of Judith L. Brunsting Page 14, March 25, 1999

1 only provide evidence that its officers, directors, and employees are separate 2 from those of the BOC. 3 The U S WEST Long Distance General Manager has a fiduciary obligation to the 4 U S WEST Long Distance Board of Directors to manage the business in the best 5 manner possible. The U S WEST Long Distance Board of Directors has, in turn, 6 an obligation and responsibility to its shareholder, U S WEST, Inc. 7 8 It is important to note that while Congress anticipated the need for structural 9 separation between a BOC and the Section 272 subsidiary, the Act specifically 10 contemplates that a BOC and its Section 272 subsidiary would be affiliates under 11 a single parent company. The very structure utilized by U S WEST, Inc. is 12 expressly sanctioned and expected by the express terms of Section 272. As 13 affiliates, U S WEST Long Distance and U S WEST Communications have 14 unique financial and business responsibilities and obligations to their boards of 15 directors and ultimately to their shareholders, notwithstanding Section 272 16 requirements. The fact that the U S WEST Long Distance General Manager 17 reports to the President and Chief Executive Officer ("CEO") of U S WEST, Inc. 18 should in no way be construed as non-compliance with Section 272(b)(3) of the 19 Act. 20 21 Fourth, Section 272(b)(4) states that the Section 272 affiliate cannot obtain credit

under any arrangement that would permit a creditor, upon default by U S WEST

а

1	Long	Distance, to have recourse upon the assets of U S WEST
2	Com	munications. Several facts establish U S WEST Long Distance's
3	satis	faction of this provision:
4		
5	a.	U S WEST Long Distance has not requested, nor will it request, any
6		U S WEST Communications entity, to co-sign a contract or any other
7		agreement with U S WEST Long Distance which would permit a creditor
8		to obtain recourse to U S WEST Communications' assets in the event of a
9		default by U S WEST Long Distance.
10		
11	b.	U S WEST Long Distance is capitalized separately from U S WEST
12		Communications. Debt financing for unregulated subsidiaries, under the
13		current structure, is obtained through a separate U S WEST subsidiary,
14		U S WEST Capital Funding, Inc. The financing through U S WEST
15		Capital Funding is separate from financing for U S WEST
16		Communications and does not provide creditors with recourse to
17		U S WEST Communications' assets. U S WEST Communications issues
18		its own commercial paper to obtain financing for telecommunications
19		operations.
20		
21	c.	The Master Services Agreement ("MSA") between U S WEST
22		Communications and U S WEST Long Distance states that contracts

1		entered into by U S WEST Long Distance are the sole responsibility of
2		U S WEST Long Distance and that U S WEST Long Distance has no
3		recourse to U S WEST Communications' assets. In case of default,
4		liability is limited to charges for costs incurred under the Agreement.
5		
6	Fifth	and finally, 272(b)(5) requires that all transactions between U S WEST
7	Long	Distance and U S WEST Communications be at arm's length, with any
8	such	transactions reduced to writing and available for public inspection.
9	USV	WEST Long Distance satisfies this provision as shown by the following facts
10		
11	a.	All transactions between U S WEST Long Distance and U S WEST
12		Communications are documented as part of a MSA, Service Agreement
13		("SA"), Billing and Collections Agreement ("B&C"), stand alone contract, or
14		purchased as a tariffed service offering. The SA between U S WEST
15		Long Distance and U S WEST Communications is provided as Exhibit
16		JLB-12; the other agreements are provided as exhibits to Ms. Teresa
17		Million's affidavit.
18		
19	b.	All transactions between U S WEST Long Distance and U S WEST
20		Communications are posted on U S WEST's home page:
21		www.uswest.com/com/insideusw/policy/docs/long_distance.html
22		

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1 C. U S WEST Long Distance, as an added protection, is required to contact 2 its Interexchange Carrier ("IXC") account representative to obtain access 3 services from U S WEST Communications. IXC account representatives are the contact people who ensure that all IXCs have equivalent access to 4 5 U S WEST Communications. U S WEST Communications' IXC account 6 representative, as with any IXC, contacts the representative in the 7 U S WEST Communications business unit providing the requested service 8 and a manager in the U S WEST Communications Technical Accounting-9 Affiliate Transaction group. 10 11 d. U S WEST Long Distance has assigned responsibility for negotiation and 12 administration of agreements with U S WEST Communications to the 13 same employee responsible for these activities with unaffiliated vendors 14 and suppliers. 15 16 Section 272(g) 17 18 Section 272(g) of the Act provides the guidelines U S WEST Long Distance and 19 U S WEST Communications must follow relative to joint marketing. U S WEST 20 Long Distance will not market or sell interLATA services with U S WEST 21 Communications until U S WEST Long Distance is authorized to provide 22 interLATA service in Arizona by the FCC. US WEST Long Distance understand

1 its obligations under previous FCC 271 orders (BellSouth South Carolina and 2 Louisiana) relative to Section 272, and are prepared to follow the joint marketing 3 rules. However, in this application U S WEST Long Distance will not be 4 providing proposed marketing scripts or plans nor is it required to do so. As 5 stated in the FCC order for BellSouth – South Carolina, regarding proposed 6 telemarketing script, "We do not require applicants to submit proposed marketing 7 scripts as a precondition for Section 271 approval, nor do we expect to review revised marketing scripts on an ongoing basis once Section 271 authorization is 8 9 granted. Applicants are free to tell us how they intend to joint market, although 10 we do not require them to do so." BellSouth South Carolina at ¶ 236. For 11 purposes of Section 272(g), it should be sufficient for U S WEST Long Distance 12 to say that it understands and will abide by this provision.

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U S WEST Long Distance's Training Efforts

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In an effort to ensure that its employees understand their responsibilities and obligations as it relates to Section 272, U S WEST has set up training sessions to ensure continual adherence to Section 272. All U S WEST employees, including those in U S WEST Long Distance, are required to undergo annual compliance training and testing, and to certify that they understand and will comply with company policies including regulatory requirements. This annual compliance training includes modules on Affiliate Transactions, including the

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1 requirements from FCC Docket 96-150 and Section 272 of the Act. New hires to 2 U S WEST and employees recently promoted to management are obligated to 3 go through this training within ten (10) days of hire/promotion. 4 5 In addition to U S WEST's training efforts, all current and new U S WEST Long 6 Distance employees receive further Section 272-specific training. U S WEST 7 Long Distance trained all of its current employees during specially scheduled 8 training sessions, using materials shown in proprietary Exhibit JLB-13. This 9 same training material is also included in the US WEST Long Distance orientation that all new employees are required to attend within 30 days of joining 10 11 the organization. 12 13 U S WEST Long Distance will use the U S WEST, Inc. hotline for reporting all 14 Section 272 compliance issues. The hotline number is 1-800-333-8938. Any 15 employee can call this number and get answers to their Section 272 issues as 16 well as report suspected Section 272 violations. 17 18 CONCLUSION 19 20 My affidavit demonstrates how U S WEST Long Distance will satisfy Sections 21 272(a), (b), and (g) of the Act, as well as the FCC's related rules. I also explain 22 the steps U S WEST Long Distance has taken to ensure its continued

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- 1 satisfaction of Section 272. Additionally, my affidavit addressed U S WEST
- 2 Long Distance's employee training and awareness efforts to, again, assure
- 3 continued satisfaction of Section 272.

4

5 This concludes my affidavit.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

) DOCKET NO. T-00000B-97-238

EXHIBITS OF

JUDITH L. BRUNSTING

MARCH 25, 1999

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Exhibits of Judith L. Brunsting Page i, March 25, 1999

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U S WEST Long Distance's "Certificate of Disclosure" for Arizona	JLB-3
U S WEST Long Distance Chart of Accounts	Proprietary JLB-4
U S WEST Long Distance Income Statement	Proprietary JLB-5
U S WEST Long Distance Balance Sheet	Proprietary JLB-6
U S WEST Long Distance Policies and Procedures	Proprietary JLB-7
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U S WEST Long Distance Time Reporting for Services Performed for the Benefit of Affiliates and Other Third Partie	Proprietary JLB-10
U S WEST Long Distance Organization Chart	Proprietary JLB-11
Service Agreement	JLB-12
U S WEST Long Distance Employee Training	Proprietary JI B-13

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- 1 My affidavit also explains the steps U S WEST Long Distance has taken to
- 2 ensure it satisfies these aspects of Section 272, including U S WEST Long
- 3 Distance's employee training and awareness efforts.

4

EXECUTIVE SUMMARY

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- 7 My affidavit provides the Commission with information relating to progress
- 8 US WEST Long Distance has made with regard to Section 272 of the Act. This
- 9 affidavit provides an overview of U S WEST Long Distance's processes and
- 10 procedures which establish that U S WEST Long Distance is prepared to offer
- 11 service in compliance with Section 272. My affidavit is submitted to ensure as
- 12 complete a record as possible. The affidavit of Ms. Teresa Million, an employee
- of U S WEST Communications, provides additional evidence of how these
- 14 requirements are being implemented within that organization.

15

- 16 I will demonstrate that U S WEST Long Distance will satisfy all of the relevant
- 17 requirements of Section 272, and the related rules promulgated by the FCC.
- 18 following U S WEST Communications' receipt of in-region, interLATA authority in
- 19 Arizona. U S WEST Long Distance is a separate affiliate that will offer
- 20 originating interLATA services in Arizona upon approval.

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Affidavit of Judith L. Brunsting Page 4, March 25, 1999

1 There are three provisions of Section 272 that directly affect U S WEST Long 2 Distance as a Section 272 affiliate, subsections (a), (b), and (g). U S WEST 3 Long Distance is prepared to satisfy each of these provisions. 4 5 Section 272(a) of the Act requires that U S WEST provide long distance services 6 through a separate long distance affiliate. Long distance services will be offered, 7 upon approval, by a separate long distance affiliate, U S WEST Long Distance. 8 9 Section 272(b) requires that the long distance affiliate maintain separate books. 10 records and accounts, have its own directors, officers, and employees, obtain 11 credit that will not provide recourse to the assets of U S WEST Communications, 12 and conduct all transactions with U S WEST Communications on an arm's length 13 basis, with all such transactions reduced to writing and available to the public for 14 inspection. U S WEST Long Distance is satisfying and will continue to satisfy 15 these requirements of the Act. 16 17 Section 272(g) sets forth guidelines on how U S WEST Long Distance and 18 U S WEST Communications can jointly market interLATA long distance services. 19 U S WEST Long Distance is aware of and will adhere to these requirements of 20 the Act.

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Affidavit of Judith L. Brunsting Page 5, March 25, 1999

1 I will also discuss the substantial employee training and awareness efforts that

2 US WEST Long Distance has implemented to ensure the requirements of

3 Section 272 of the Act are implemented and followed.

4

U S WEST LONG DISTANCE IS PREPARED TO ADHERE TO SECTION 272

6

5

7 Before discussing the facts supporting that U S WEST Long Distance is

8 prepared to satisfy Section 272, it is important to distinguish the difference

9 between Section 272 and Section 271 satisfaction. Section 271 sets forth the

10 standards that must be satisfied before U S WEST Communications can get into

11 the in-region interLATA market. Section 272 states how U S WEST

12 Communications must offer such interLATA services once it receives Section

271 authority. Thus, there is no specific requirement that U S WEST Long

14 Distance meet Section 272 obligations now. U S WEST Long Distance must

present evidence that it is prepared to operate under the terms of Section 272

once U S WEST Communications is granted authorization to provide in-region,

17 interLATA services in Arizona. In essence, this Commission must make a

18 "predictive judgment" about whether Section 272 satisfaction appears likely.

19

13

1 U S WEST Long Distance Satisfies Section 272(a)

2 3 U S WEST Long Distance was formed as a separate affiliate, organized and 4 operating in compliance with Section 272(a) of the Act. U S WEST Long. 5 Distance is a duly formed and existing corporation organized under the laws of 6 the State of Colorado as shown in Exhibit JLB-1. It was incorporated on 7 November 14, 1995. 8 9 U S WEST Long Distance is a wholly owned subsidiary of U S WEST, Inc., a 10 Delaware corporation. As shown in Exhibit JLB-2, U S WEST Long Distance 11 and U S WEST Communications are both subsidiaries of U S WEST, Inc. In 12 addition, U S WEST Long Distance owns no stock of U S WEST 13 Communications nor does U S WEST Communications own any stock of 14 U S WEST Long Distance. Thus, as both a legal and practical matter, the two 15 companies are separate. 16 17 U S WEST Long Distance currently holds a certificate of authority to transact 18 business from the Secretary of State in each of the fourteen (14) states that 19 comprise U S WEST Communications' territory. U S WEST Long Distance's 20 "Certificate of Disclosure" for Arizona provides U S WEST Long Distance with 21 authority to operate in the state. See Exhibit JLB-3.

1	Sect	ion 272(b)
2		
3	Sect	ion 272(b) contains five "structural separations" that U S WEST
4	Com	munications and U S WEST Long Distance must maintain for as long as the
5	requ	rements of Section 272 are in force. First, Section 272(b)(1) requires
6	US	WEST Long Distance to operate independently from U S WEST
7	Com	munications. Several facts show that U S WEST Long Distance satisfies
8	this p	provision:
9		
10	a.	U S WEST Long Distance does not and will not jointly own, with
11		U S WEST Communications, telecommunications transmission and
12		switching facilities or the land and buildings on which such facilities are
13		located.
14		
15	b.	U S WEST Long Distance is not currently providing to U S WEST
16		Communications operations, installation, or maintenance services in
17		connection with U S WEST Communications' switching and transmission
18		facilities, nor will it provide them to U S WEST Communications in the
19		future for as long as Section 272 is in force.
20		
21	C.	U S WEST Long Distance will not accept from U S WEST
22		Communications operation, installation, or maintenance services in

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Affidavit of Judith L. Brunsting Page 8, March 25, 1999

1		connection with U S WEST Long Distance's switching and transmission
2		facilities.
3		
4	d.	U S WEST Long Distance does not currently own any transmission or
5		switching facilities. It will begin operations in Arizona as a non-facilities
6		based reseller. U S WEST Long Distance entered into a contract to resel
7		AT&T services in September, 1998.
8		
9	Seco	and, Section 272(b)(2) requires that U S WEST Long Distance maintain
10	book	s, records, and accounts that are separate from the books, records, and
11	acco	unts of U S WEST Communications. Several facts show that U S WEST
12	Long	Distance satisfies this provision:
13		
14	a.	The accounting of the two entities is not commingled.
15		
16	b.	U S WEST Long Distance has and will continue to account for all
17		transactions between U S WEST Long Distance and U S WEST
18		Communications in accordance with the applicable requirements of
19		Part 32 of the FCC's accounting rules, as modified by the rules adopted
20		by the FCC in the Accounting Safeguards Report and Order, Appendix B.
21		

1	C.	U S WEST Long Distance has established and maintains a Chart of
2		Accounts that is separate from U S WEST Communications' Chart of
3		Accounts as shown in proprietary Exhibit JLB-4.
4		
5	d.	U S WEST Long Distance follows Generally Accepted Accounting
6		Principles ("GAAP"), as adopted by the FCC in Docket 96-150.
7		U S WEST Long Distance does not maintain its books, records, and
8		accounts in accordance with Part 32, Uniform Systems of Accounts
9		("USOA"), nor is it required to do so.
10		
11	e.	U S WEST Long Distance issues a separate set of financial statements
12		from those of U S WEST Communications as shown in proprietary Exhibit
13		JLB-5 and JLB-6. Although these statements are not publicly released,
14		the financial information is consolidated into U S WEST, Inc.'s publicly
15		available financial reports.
16		
17	f.	U S WEST Long Distance maintains separate internal financial controls
18		from U S WEST Communications as shown in proprietary Exhibit JLB-7.
19		
20	g.	U S WEST Long Distance has its own federal tax identification number
21		that is separate from U S WEST Communication's federal tax
22		identification number.

1			
2	h.	U S WEST Long Distance has assets that are separate from U S WEST	
3		Communications' assets. U S WEST Long Distance documents and	
4		tracks these assets in its own property records as shown in proprietary	
5		Exhibit JLB-8.	
6			
7	i.	U S WEST Long Distance pays applicable taxes and fees to various	
8		taxing and regulatory agencies separately from U S WEST	
9		Communications.	
10			
11	j.	U S WEST Long Distance complies with state and FCC regulatory	
12		reporting requirements separately from U S WEST Communications.	
13			
14	Third, Section 272(b)(3) requires U S WEST Long Distance to have separate		
15	officers, directors and employees from U S WEST Communications. U S WES		
16	Long Distance satisfies this provision as shown by the following facts:		
17			
18	a.	U S WEST Long Distance has no officers, directors, or employees that	

b. No director of U S WEST Long Distance will also act as a director of
 U S WEST Communications and, as long as the requirements of Section

19

20

are also officers, directors, or employees of U S WEST Communications.

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1 272 remain in force, no director of U S WEST Long Distance will also 2 simultaneously act as a director of U S WEST Communications. 3 4 C. U S WEST Long Distance has a board of directors that currently consists 5 of one (1) person - Kathy R. Stephens. Ms. Stephens is not an officer or 6 director of U S WEST Communications. Exhibit JLB-9 provides a 7 complete listing of U S WEST Long Distance's board of directors and 8 officers, all of whom are not employees, officers, or directors of 9 U S WEST Communications. In the FCC's recent order pertaining to 10 BellSouth's Louisiana Section 271 filing, the FCC stated that, "...We 11 disagree with Sprint's contention that having one director for BSLD is 12 insufficient to satisfy the requirement of section 272(b)(3) because one director cannot provide the collective oversight and consideration for the 13 14 effective realization of the Board of Director's substantial responsibilities. 15 Neither the statute nor our implementing regulations require a BOC 16 to...establish a minimum number of Board members." BellSouth 17 Louisiana II at ¶ 330. 18 19 d. U S WEST Long Distance and U S WEST Communications maintain 20 separate payrolls and will continue to do so in the future. U S WEST Long 21 Distance currently employs a separate staff from U S WEST 22 Communications of approximately 100 employees. No U S WEST Long

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1 Distance employee is an employee of U S WEST Communications and. 2 as long as applicable Section 272 requirements exist, no employees of 3 U S WEST Long Distance will be simultaneously employed by U S WEST 4 Communications. 5 6 Separations between U S WEST Long Distance and U S WEST e. 7 Communications employees are maintained throughout. For example, 8 U S WEST Long Distance's payroll is administered by U S WEST 9 Communications under an affiliate contractual agreement, as required by 10 and in compliance with Section 272(b)(5). U S WEST Long Distance employees that perform functions supporting other U S WEST affiliates, 11 12 including U S WEST Communications, are required to report that time. 13 U S WEST Long Distance then charges the affiliate this reported time 14 using rates set in accordance with applicable FCC requirements as 15 documented in the relevant task orders. The methods and procedures for 16 time reporting for affiliates are shown in proprietary Exhibit JLB-10. 17 18 f. U S WEST Long Distance initiates a series of activities when an employee 19 accepts employment with another company in the U S WEST family. The 20 departing U S WEST Long Distance employee must notify his/her 21 manager of their decision to leave; a letter of resignation may accompany 22 their notice, but is not required. A resignation date is then determined and

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1 prior to this date, the departing U S WEST Long Distance employee must 2 turn in their corporate credit card, identification badge, corporate calling 3 card, and remote system access card. Once the resignation date has 4 passed, the ex-employee is removed from U S WEST Long Distance's 5 payroll. 6 7 All U S WEST Long Distance employees report directly to or through g. 8 U S WEST Long Distance lines of organization to the U S WEST Long 9 Distance General Manager, a position which is currently vacant, as shown 10 on Exhibit JLB-11. 11 12 Separation between U S WEST Communications, the Bell Operating Company 13 ("BOC"), and U S WEST Long Distance is maintained throughout. U S WEST 14 Long Distance's General Manager reports directly to the President of U.S. WEST. 15 Inc. Ms. Kathy Stephens is the Vice President and Acting General Manager of 16 U S WEST Long Distance and will hold that title until the General Manager's 17 position is formally filled. The FCC found in its recent order in BellSouth's 18 Louisiana Section 271 filing (FCC 98-271), Paragraph 330, that "...[N]either the 19 statute nor our implementing regulations require a BOC to outline the reporting 20 structure of its affiliate's Board of Directors..." to show compliance with this 21 section of this Act. To meet its burden of proof, the Section 272 subsidiary must

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1 only provide evidence that its officers, directors, and employees are separate 2 from those of the BOC. 3 The U S WEST Long Distance General Manager has a fiduciary obligation to the 4 U S WEST Long Distance Board of Directors to manage the business in the best 5 manner possible. The U S WEST Long Distance Board of Directors has, in turn, 6 an obligation and responsibility to its shareholder, U S WEST, Inc. 7 It is important to note that while Congress anticipated the need for structural 8 9 separation between a BOC and the Section 272 subsidiary, the Act specifically 10 contemplates that a BOC and its Section 272 subsidiary would be affiliates under 11 a single parent company. The very structure utilized by U S WEST, Inc. is 12 expressly sanctioned and expected by the express terms of Section 272. As 13 affiliates, U S WEST Long Distance and U S WEST Communications have 14 unique financial and business responsibilities and obligations to their boards of 15 directors and ultimately to their shareholders, notwithstanding Section 272 16 requirements. The fact that the U S WEST Long Distance General Manager 17 reports to the President and Chief Executive Officer ("CEO") of U S WEST, Inc. should in no way be construed as non-compliance with Section 272(b)(3) of the 18 19 Act. 20 21 Fourth, Section 272(b)(4) states that the Section 272 affiliate cannot obtain credit

under any arrangement that would permit a creditor, upon default by U S WEST

1	Long Distance, to have recourse upon the assets of U S WEST		
2	Com	munications. Several facts establish U S WEST Long Distance's	
3	satisfaction of this provision:		
4			
5	a.	U S WEST Long Distance has not requested, nor will it request, any	
6		U S WEST Communications entity, to co-sign a contract or any other	
7		agreement with U S WEST Long Distance which would permit a creditor	
8		to obtain recourse to U S WEST Communications' assets in the event of a	
9		default by U S WEST Long Distance.	
10			
11	b.	U S WEST Long Distance is capitalized separately from U S WEST	
12		Communications. Debt financing for unregulated subsidiaries, under the	
13		current structure, is obtained through a separate U S WEST subsidiary,	
14		U S WEST Capital Funding, Inc. The financing through U S WEST	
15		Capital Funding is separate from financing for U S WEST	
16		Communications and does not provide creditors with recourse to	
17		U S WEST Communications' assets. U S WEST Communications issues	
18		its own commercial paper to obtain financing for telecommunications	
19		operations.	
20			
21	C.	The Master Services Agreement ("MSA") between U S WEST	
22		Communications and U S WEST Long Distance states that contracts	

1	entered into by U S WEST Long Distance are the sole responsibility of						
2	U S WEST Long Distance and that U S WEST Long Distance has no						
3	recourse to U S WEST Communications' assets. In case of default,						
4	liability is limited to charges for costs incurred under the Agreement.						
5							
6	Fifth and finally, 272(b)(5) requires that all transactions between U S WEST						
7	Long Distance and U S WEST Communications be at arm's length, with any						
8	such transactions reduced to writing and available for public inspection.						
9	U S WEST Long Distance satisfies this provision as shown by the following fac	cts					
10							
11	a. All transactions between U S WEST Long Distance and U S WEST						
12	Communications are documented as part of a MSA, Service Agreement	ţ					
13	("SA"), Billing and Collections Agreement ("B&C"), stand alone contract,	or					
14	purchased as a tariffed service offering. The SA between U S WEST						
15	Long Distance and U S WEST Communications is provided as Exhibit						
16	JLB-12; the other agreements are provided as exhibits to Ms. Teresa						
17	Million's affidavit.						
18							
19	b. All transactions between U S WEST Long Distance and U S WEST						
20	Communications are posted on U S WEST's home page:						
21	www.uswest.com/com/insideusw/policy/docs/long_distance.html						
22							

U S WEST Long Distance, as an added protection, is required to contact 1 C. 2 its Interexchange Carrier ("IXC") account representative to obtain access 3 services from U S WEST Communications. IXC account representatives 4 are the contact people who ensure that all IXCs have equivalent access to 5 U S WEST Communications. U S WEST Communications' IXC account 6 representative, as with any IXC, contacts the representative in the 7 U S WEST Communications business unit providing the requested service 8 and a manager in the U S WEST Communications Technical Accounting-9 Affiliate Transaction group. 10 11 d. U S WEST Long Distance has assigned responsibility for negotiation and 12 administration of agreements with U S WEST Communications to the 13 same employee responsible for these activities with unaffiliated vendors 14 and suppliers. 15 16 Section 272(q) 17 18 Section 272(g) of the Act provides the guidelines U S WEST Long Distance and 19 U S WEST Communications must follow relative to joint marketing. U S WEST 20 Long Distance will not market or sell interLATA services with U S WEST 21 Communications until U S WEST Long Distance is authorized to provide 22 interLATA service in Arizona by the FCC. U S WEST Long Distance understand

1 its obligations under previous FCC 271 orders (BellSouth South Carolina and 2 Louisiana) relative to Section 272, and are prepared to follow the joint marketing 3 rules. However, in this application U S WEST Long Distance will not be 4 providing proposed marketing scripts or plans nor is it required to do so. As 5 stated in the FCC order for BellSouth – South Carolina, regarding proposed 6 telemarketing script, "We do not require applicants to submit proposed marketing 7 scripts as a precondition for Section 271 approval, nor do we expect to review 8 revised marketing scripts on an ongoing basis once Section 271 authorization is 9 granted. Applicants are free to tell us how they intend to joint market, although 10 we do not require them to do so." BellSouth South Carolina at ¶ 236. For 11 purposes of Section 272(g), it should be sufficient for U S WEST Long Distance 12 to say that it understands and will abide by this provision.

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U S WEST Long Distance's Training Efforts

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In an effort to ensure that its employees understand their responsibilities and obligations as it relates to Section 272, U S WEST has set up training sessions to ensure continual adherence to Section 272. All U S WEST employees, including those in U S WEST Long Distance, are required to undergo annual compliance training and testing, and to certify that they understand and will comply with company policies including regulatory requirements. This annual compliance training includes modules on Affiliate Transactions, including the

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1 requirements from FCC Docket 96-150 and Section 272 of the Act. New hires to 2 U S WEST and employees recently promoted to management are obligated to 3 go through this training within ten (10) days of hire/promotion. 4 5 In addition to U S WEST's training efforts, all current and new U S WEST Long 6 Distance employees receive further Section 272-specific training. U S WEST 7 Long Distance trained all of its current employees during specially scheduled 8 training sessions, using materials shown in proprietary Exhibit JLB-13. This 9 same training material is also included in the U S WEST Long Distance 10 orientation that all new employees are required to attend within 30 days of joining 11 the organization. 12 13 U S WEST Long Distance will use the U S WEST, Inc. hotline for reporting all 14 Section 272 compliance issues. The hotline number is 1-800-333-8938. Any 15 employee can call this number and get answers to their Section 272 issues as 16 well as report suspected Section 272 violations. 17 18 CONCLUSION 19 20 My affidavit demonstrates how U S WEST Long Distance will satisfy Sections 21 272(a), (b), and (g) of the Act, as well as the FCC's related rules. I also explain 22 the steps U S WEST Long Distance has taken to ensure its continued

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- 1 satisfaction of Section 272. Additionally, my affidavit addressed U S WEST
- 2 Long Distance's employee training and awareness efforts to, again, assure
- 3 continued satisfaction of Section 272.

5 This concludes my affidavit.

4

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST

COMMUNICATIONS, INC'S

COMPLIANCE WITH § 271 OF THE

TELECOMMUNICATIONS ACT OF

1996

)

EXHIBITS OF

JUDITH L. BRUNSTING

MARCH 25, 1999

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Exhibits of Judith L. Brunsting Page i, March 25, 1999

INDEX OF EXHIBITS

DESCRIPTION	<u>EXHIBIT</u>
U S WEST Long Distance Articles of Incorporation	JLB-1
U S WEST, Inc. Subsidiaries List	JLB-2
U S WEST Long Distance's "Certificate of Disclosure" for Arizona	JLB-3
U S WEST Long Distance Chart of Accounts	Proprietary JLB-4
U S WEST Long Distance Income Statement	Proprietary JLB-5
U S WEST Long Distance Balance Sheet	Proprietary JLB-6
U S WEST Long Distance Policies and Procedures	Proprietary JLB-7
U S WEST Long Distance Active Assets Report	Proprietary JLB-8
U S WEST Long Distance Board of Directors	Proprietary JLB-9
U S WEST Long Distance Time Reporting for Services Performed for the Benefit of Affiliates and Other Third Partie	Proprietary JLB-10 s
U S WEST Long Distance Organization Chart	Proprietary JLB-11
Service Agreement	JLB-12
U S WEST Long Distance Employee Training	Proprietary Jl B-13

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-2 Exhibit of Judith L. Brunsting

U S WEST INC. SUBSIDIARIES LIST

U S WEST, Inc. 1801 California Street, Suite 5100 Denver, CO 80202 (303) 672-2825 Facsimile (303) 308-1658



Keith D. Nieb Manager - General Corporate Administration

MEMORANDUM

TO:

Recipients of List of Subsidiaries

FROM:

Law Department - General Corporate Section

DATE:

February 10, 1999

SUBJECT:

U S WEST, Inc. and its Subsidiaries

Attached is the list of US WEST, Inc., and its subsidiaries, current as of February 1, 1999. This list supersedes all previous lists.

ADDITIONS:

Direct Subsidiary of US WEST Communications, Inc.: *-

Paragraph I.D.7.:

U S WEST Database Services, Inc. (CO 12/23/98)

Direct Subsidiaries of US WEST, Inc.:

Paragraph I.M.:

US WEST Internet Ventures, Inc. (CO 12/18/98); amended name

from US WEST Data Investments, Inc. 01/19/99.

Paragraph I.S.:

U S WEST Transoceanic, Inc. (DE 01/22/99)

Direct Subsidiaries of U S WEST Transoceanic, Inc.:

Paragraph I.S.1.:

Transoceanic Operations, Inc. (DE 01/22/99)

Paragraph I.S.2.:

U S WEST Hong Kong, L.L.C. (DE 01/22/99)

Direct Subsidiaries of US WEST Hong Kong, L.L.C..:

Paragraph I.S.2.a.:

U S WEST (Asia), Limited (HK 01/23/98); amended name from

Acute Strategy Company Limited (pending)

C:\WINDOWS\TEMP\01-15-99.DOC REV 03/03/99 1:44 PM Note: The following symbols indicate:

- I. Ultimate Parent
 - A. Level 1 subsidiaries
 - 1. Level 2 subsidiaries
 - a. Level 3 subsidiaries
 - (1) Level 4 subsidiaries
 - (a) Level 5 subsidiaries

Also Note: If you received this list via e-mail, and do not need/wish to, OR you know someone who did not receive this list that should, please respond to this message.

NEW U S WEST, INC. AND ITS SUBSIDIARIES

- I. U S WEST, Inc. (DE 12/23/97); amended name from USW-C, Inc. 06/12/98; merger of U S WEST Communications Group, Inc. (CO) into USW-C, Inc. 06/12/98; amended name from U S WEST Communications Group, Inc. (DE) 02/04/98
 - A. US WEST Advanced Technologies, Inc. (CO 05/09/85); amended name from US WEST Technologies, Inc.; 04/25/95 amended name from US WEST Advanced Technologies 01/01/94.
 - B. US WEST Business Resources, Inc. (CO 12/16/83); amended name from US WEST Materiel Resources, Inc. 03/22/88; amended name from US WEST Systems, Inc. 09/05/85.
 - 1. U S WEST Business Resources, Inc. (DE 10/11/85); amended name change from U S WEST Materiel Resources, Inc. 04/20/88; in the process of dissolution.
 - C. U S WEST Capital Funding, Inc. (CO 06/10/86)
 - D. US WEST Communications, Inc. (CO 07/17/11); merger of Northwestern Bell Telephone Company and Pacific Northwest Bell Telephone Company into The Mountain States Telephone and Telegraph Company 01/01/91; amended name from The Mountain States Telephone and Telegraph Company 01/03/91; d/b/a Mountain Bell; d/b/a/ Mountain States Telephone and Telegraph Corporation. 1
 - 1. Block 142 Parking Garage Association (CO Non-profit 01/07/82)
 - 2. El Paso County Telephone Company (CO 08/10/15)
 - 3. Malheur Home Telephone Company (OR 11/7/10)
 - 4. Mubeta Development Co. (CO 11/26/71)
 - 5. Training Partnerships, Inc. (CO Non-profit 05/15/87)
 - 6. 1200 Landmark Center Condominium Association, Inc. (NE Non-profit 10/15/91)
 - 7. U S WEST Database Services, Inc. (CO 12/23/98)
 - 8. U S WEST Wireless, L.L.C. (DE 05/15/97)
 - E. U S WEST Communications Federal Services, Inc. (CO 11/10/88)
 - F. US WEST Communications Services, Inc. (CO 03/01/84); (Consolidation of Interline Communications Services, Inc. and Firstel Information Systems, Inc. named US WEST Services, Inc.; amended name from US WEST Information Systems, Inc. 03/07/89; amended name from US WEST Services, Inc. 08/01/85; d/b/a/ Command Data Systems; d/b/a US WEST Public Safety Group, (formerly the Emergency Systems Division of US WEST Enterprises.)

¹ U S WEST Communications, Inc. owns 1/7 share of National Telecommunications Alliance, Inc.

- 1. Please Hold Promotions, Inc. (AZ 03/12/85); acquired in an intercompany stock transfer 08/01/98; in the process of dissolution.
- G. U S WEST Dex Holdings, Inc. (DE 05/25/95); amended name from U S WEST Media Group, Inc. 06/24/98
 - 1. U S WEST Dex, Inc. (CO 10/14/83); amended name from U S WEST Marketing Resources Group, Inc.11/21/96; merger of all wholly owned subsidiaries into U S WEST Marketing Resources Group, Inc. 12/31/90; amended name from LANDMARK Publishing Company on 06/88; d/b/a U S WEST Marketing Resources International being used as branch office in Belgium.
 - a. Interactive Video Enterprises, Inc. (CO 02/24/94); amended name from U S WEST Interactive Video Enterprises, Inc. 06/01/94; In the process of dissolution.
 - b. LOCALTouch Holdings, Inc. (CO 02/25/94); in the process of dissolution.
 - (1) LOCALTouch Directory Services, Inc. (CO 02/25/94); in the process of dissolution.
- H. U S WEST Education Foundation (WA Non-profit 04/29/85)
- I. U S WEST Enhanced Services, Inc. (WA 03/27/84); amended name from Comm+Systems, Inc. 11/01/90; amended name from PNB Enhanced Services, Inc. 06/29/84
- J. U S WEST Federal Relations, Inc. (DE 10/11/83); amended name from U S WEST, Inc. 05/11/95
- K. U S WEST Foundation (CO Non-Profit 02/11/85); amended name from Mountain Bell Foundation 07/18/88
- L. U S WEST Information Technologies, Inc. (CO 04/18/97)
- M. U S WEST Internet Ventures, Inc. (CO 12/18/98); amended name from U S WEST Data Investments, Inc. (01/19/99)
- N. U S WEST Interprise America, Inc. (CO 03/24/95); amended name from !nterprise America, Inc. 04/27/95; d/b/a !nterprise America, Inc.
- O. U S WEST IP Holdings, Inc. (DE 09/09/97)
- P. U S WEST Investment Management Company (CO 08/21/95)
- Q. U S WEST Long Distance, Inc. (CO 11/14/95); amended name from U S WEST Communications Systems Corporation 07/12/96; amended name from U S WEST Solutions Corporation 12/21/95
- R. U S WEST SPF Co. (CO 03/13/89)
- S. U S WEST Transoceanic, Inc. (DE 01/22/99)
 - 1. Transoceanic Operations, Inc. (DE 01/22/99)
 - 2. U S WEST Hong Kong, L.L.C. (DE 01/22/99)

- a. U S WEST (Asia), Limited (HK 01/23/98); amended name from Acute Strategy Company Limited (pending)
- T. U S WEST Y2K, Inc. (DE 06/03/98)
- U. Western Re, Inc. (VT 06/03/98)

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-3 Exhibit of Judith L. Brunsting

U S WEST LONG DISTANCE'S "CERTIFICATE OF DISCLOSURE" FOR ARIZONA

·} |

ARIZONA CORPORATION COMMISSION CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizons \$5701-1347

CERTIFICATE OF DISCY OSURE A.R.S . \$ 10-202.D

U S. WEST Long Distance. Inc CHECK APPROPRIATE BOX (A or R) EXACT CORPURATE NAME ANSWER .C. THE UNDERSIGNED CERTIFY THAT: A. No persons serving either by elections or appointment as officers, directors, trustees, incorporators and persons controlling or holding over 10% of the x issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation: 1. Have been convicted of a felony involving a transaction in accurities, recourser fraud or articust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate. 2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretentes, or sustraint of b or monopoly in any state or federal jurisdiction within the seven-year period immediately proveding the execution of this Certificate. 3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the arven-y immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or parameter order: (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or (b) Involved the violation of the consumer fraud less of that jurisdiction; or (c) Involved the violation of the astitrust or sestmint of trade laws of that jurisdiction. For any person or persons who have bein or are subject to one or more of the statements in Rems A.1 through A.3 above, the following information MUST he attached: L. Full mone, prior name(s) and alience, if used. 6. Social Security number. 2 Full high same 7. The nature and description of each conviction or judicial action date and location, the court and public agency involved and file or A. Prior addresses (for is - come pumber of case. 5. Date and location of birth. C. Has any person serving as an officer, director, brates or incorporator of the corporation served in any such capacity or hald or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which as been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes

No. **T IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION: 1. Name and address of the corporation. 3. State(s) in which the corporation: 2. Full name (including aliases) and address of each person (a) Was incorporated. (b) Has transacted business. 4. Dates of corporate operation. D. The fiscal year end adopted by the corporation is December 31 Under penalties of law, the undersigned incorporator(s)/offices(s) declare (s) that I (we) have examined this Certificate, including any attache the heat of my (our) know edge and belief it is prue, correct, and complete. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE PRINT NAME _ PRINT NAME Asst. TITLE Secretary TITLE

D)MESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within stay days, and person became as officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other propri medicial, or manufactular interest as the corporation and the purson was not included in this disclosure, the corporation murt file an AMENDED contifica signed by at least one duly authorized officer of the corporation.

POREIGN CHEPGRATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

The second secon

C#: 0002-Business Corporations

Box 196 (ARIS. - 13 - 1/1/96) 11 mm

APPLICATION FOR NEW AUTHORITY

EXPEDITED AZ CORP. COMMISSION DELIVERED

TO TRANSACT BUSINESS IN ARIZONA

FILED BY 21

TERM DATE 12

F. 0768528-0

We are a foreign corporation currently authorized to transact business in Arizona under the name;

		mmunicat					A.R.S. §10-	
have char	ged the f	ollowing	n our don	nicile ju	risdiction	uisuzni (Q / I:	1.K.S. 91V-	1 304 DCC
	Our act	ual corpor y in Arizo	rate name ona).	(or the r	name und	er which w	e originally	obtained
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o enclosed	l is the ap	propriate	filing fee	(U.S.) i	n the amo	ount of \$51	75.00	<u> </u>

Asst. Secretar 7/17/96

[Title]

[Date]

CF.0050 Rev. 1/96

(ARIZ. - 703 - 1/1/96)

APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN ARIZONA

BY

	U S WEST Long Distance	e, Inc.	
	A(n)Colorado	_ CORPORATION	17, 64
	(State, Province or Country)	- 00,111	'
e de la companya de l		÷,	1 A
1.	The exact name of the foreign corporation is		
	U.S. WEST Long Distance, Inc.		
If the exact n	ame of the foreign corporation is not available for use in this state	, then the fictitious name ado	pted for
	rporation in Arizona is:		
			FN).
2	The name of the state, province or country in which the fore	ign corporation is incorporated	l is:
	Colorado		
		- Voyenher 05	
3.	The foreign corporation was incorporated on the 14 day of	November 1995	
and the perio	d of its duration is Perpetual		
4.	The street address of the principal office of the foreign corpo	eation in the state, province o	r count
of its incorpo	nti value di 1960 di 1 Nation is:		
	1801 California Street, Suite 202	20,	
	Denver, Colorado 80202		
			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
5. a .	The mane and street address of the statutory agent for the for	reign corporation in Arizons i	5:
	C T Corporation System		
	3225 North Central Avenue. Phoen	1X.	
	Arizona 85012		
	[4] 化连续电弧控制 于"自己"的,这个"burbor",是一个这个人也有一个		

5.b. DIFFERENT	The street address of the from the street address of	known place of busines: the statutory agent is:	z or the loreign	i corporation r	H WILLIAM	
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	J. 19			-		
				•		
6. av engage in th	The purpose of the corpore state, province or countr	ry under whose law the fo	y and all lawfi oreign corporat	ıl business in ion is incorpo	which corpo exical with th	rat.
llowing limits	tions, if any: (If none, so	state)	*.	:		
	. T + # N _e		e**	12/11/20		
one						
7.	The names and usual bu	siness addresses of the	aurent director	s and officers	of the foreign	1
orporation are:	(Attach additional sh	ects if necessary.)				
	See attac	thed list of	•			
	directors	and officers			[title]	•
		e e e la la la la la companya di santa				
					[title]	
		<u> </u>				3.5
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				:	(qqe)	
					(title)	7.
		Test to				
8.	The foreign corporation	is authorized to issue		_ shares, item	ized as follo	W
Attach addition	nal sheets if necessary)	$S_{ij} \leftarrow \frac{1}{i}$	**			
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	Z. 1998, 1			_ per share.		
. -	no par value or par valu		# -1-c -	_,	La	
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	The state of the s	production of the second				٠
	no per value or par va	lue of \$		per share.		

i	shares, itemized as fol	
· 9. Th	e foreign corporation has issued shares, itemized as for	· · · · · ·
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(Attach additional Str	neets if necessary) 1shares ofCommon/Wo_series [class or series] stock a	
<u>1</u>	1 per share.	1
	X no par value or par value of \$ per share.	
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	no par value or par value of S per share.	
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	The character of business the foreign corporation initially intends to conduct in A	• for
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This application	of Disclosure containing the information set forth in Arisona Revised Statutes of Disclosure containing the information set forth in Arisona Revised Statutes	Section 14-202.D.
وعقمه الكليس وي	of Disclosure containing the information set forth in Arthura	ا ام منسد الله الله الله الله الله الله الله الل
'I Camirate	A Court Art XIV, 5 5	Manager Second
A certified co	of Disclosure containing the importance of Disclosure Const. Art. XIV,\$5) a ppy of our articles of incorporation, all amendments (AZ Const. Art. XIV,\$5) a popy of our articles of incorporation and import daily authenticated by the official having custody of incorporated (A.R.S. \$16-[50].B).	rechange and
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	Comparing Commission.	
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07/15/1996

Directors and Officers

U & WEST Communications Systems Corporation

Rffective

12/21/1995

12/21/1995

05/13.1996

DIRECTORSE

Director Richard K. Coleman, Jr.

SSN 249-06-)817

Primary 1 1801 California Street

Address . Suite 1100

henver, Colorado 20202

12/21/1995 Director

Fathy F. Stephens

SSN : 518.76-0954 Primary : 1801 California Street

Address : Suite 3100

Denvet, Colstado 60:02

OFFICERS

president Fichard K. Coleman, Jr.

55X 249-06-1817

Prinary : : 1861 California Street

Audress Suite Mot

Denver, Coloredo 40203

12/31/11995 Vice President & Tressiter rathy R. Stephens

SSN 1 518-76-0954 Primary 1 1801 California Street

Address : Suite 3100

Denver, Colorado 80202

Secretary

Faul A. Lit . 193-18-6294 SSN

Primary (9785 Maroon Circle

Address : Suite G104

Englewood, Tolorado 80112

Frends G. Countings Assistant Secretary

SSN : 406-84-8378 Primary : 7800 East Crchard Road

Address : Suite 480

Engiswood, Colorado 80111 05/13/1996 Assistant Secretary Appert D. Tregesta

\$\$\$: 52C-52-2195

Primary : 1801 California Street

Address , Suite 2060

benver, Colorado 80202

Assistant Treasurer

, Saite 500

Englewood, CO 80112

ARTICLES OF AMENDMENT

ΤΟ ΤΗΕ

ARTICLES OF INCORPORATION

OF

U.S. WEST COMMUNICATIONS SYSTEMS CORPORATION DP951139364

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned incorporator of the corporation adopted the following Articles of Amendment to the Articles of Incorporation:

FIRST:

The name of the Corporation is U.S. WEST Communications Systems

Corporation. 1993

SECOND:

The following amendment was adopted by the Shareholders of the Corporation on July 10, 1996, in the manner presentant by the Colorade Business Corporation

Act:

RESOLVED, that ARTICLE ONE of the Articles of Incorporation of U.S. WEST Systemss Corporation be, and it hereby is, amended to read as

"ARTICLE ONE. The name of the Corporation is U S WEST

Long Distance, Inc."

THIRD:

The number of shares of the Corporation outstanding at the time of such adoption

was one (1); and the number of share entitled to vote thereon was one (1).

FOURTH: The number of shares voted for such amendment was one (1).

DATED this 12th day of July, 1996.

U.S. WEST Communications Systems Corporation

Assistant Secretary

COMPUTER UPDATE COMPLETE

ARIZONA CORPORATION COMMISSION CORPORATION DIVISION

China Address (130) West Washington Phoenix, Arizona 85007 Tucson Address 400 West Congress Tucson, Frizona 85701-1347

· ERAB ICATE OF DISCLOSURE AR Silvetions 10-202

> U.S. WELT COMMUNICATIONS SYSTEMS CORPORA ELIACT CORPORATE NAME

CHECK APPROPRIATE BOX(ES) A or B ANSWER 'C"

THE UNCERSIGNED CERTIFY THAT

- No persons serving either by elections or appointment as officers, directors, incorporators and persons controlling, or holding more than
 - e of the issued and outstanding common shares or 10°s of any other proprietary, beneficial or membership interest in the conportations. Have been considered of a felony involving a transaction in securities, consumer fearld or antimist in any state or federally insoliction within the seven-year period immediately preceding the execution of this Confidence.
 - may been connected of a felony, the essential elements of which consisted of fraud, misrepresentation, that by false preferable, of restraining the trade or monopoly in any state or feronal james from within the seven year period immediately proceeding the lemeaution of this Certificate.
 - Flave been or are subject to an injunction, judgment, decree or permanent cross of any state or federal exist energed within the seven-year period immediately preceding the execution of this Certificate where such injunction, judgment, decree or permanent order;
 - (a) Involved the violation of fraud or registration promises s of the securities laws of that juris laction, or (b) Involved the violation of the consumer fraud laws of that presidence, or (c) Involved the violation of the arritrust or restraint of the Je laws of that jurisdiction
- For any person or persons who have been or are subject to one or more of the statements in terms A is inrough A.3 above, the following information MUST be attached:
 - ! Full name and prior name(s) used
 - Fuil butti name
 - Present home address.
 - Prior addresses (for immediate proceding 7 ye FEB 05 5 1995
- Social Security number
- The nature and description or each conviction or judicial saction, date and location the outert and public agency involved and file or cause number of case.

Date and location of birth

STATEMENT OF BANKRUPTCY, RECEIVERSHIP OR REVOCATION

177 9 Sections 19 100 01 and 10-1063

C. Has any person serving (a) either by election or appointment as an officer, direct in trusted or incorporator of the corporation or, (b) major stockholder possessing or controlling why proprietary, beneficial or membership interest in the corporation, served in any such capacity or notid such interest in any corporation which has been placed in bunkruptcy or resevership or had its charter revoked?

IF YOUR ANSWER TO THE ABOVE QUESTION IS TYEST, YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- Name and address of the corporation
- Full name, including alias and address of each person involved.
- State(s) in which the corporation (a). Was incorporated.
- (b) Has transacted bus ass

- Cates of corporate operation
- A description of the bankruptcy, receivership or charter revocation, including the date, court or agency involved and the file or cause number of the case.

Under penalties of law, the undersigned incorporators/Officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct, and complete.

only President

.....DAH...

mur Serretary

IIII.

FISCAL DATE

NOTE: If the Corporation has been inexistence for more than sixty (60) days, the Certificate must be signed by two (2) executive officers or directors.

500

56114

4/24/95

EXPEDITED
AZ CORP. COMMISSION
DELIVERED

FEB 0 2 1996

FILED BY Chiltre Change TERM DATE 22

1-0768528-0

APPLICATION FOR AUTHORITY OF

U.S WEST Communications Systems Corporation Exact Colborate Name

TO ARIZONA CORPORATION COMMISSION Corporations Division
P.O. Box 6019, Phoenix, AZ 85005
(or)
400 West Congress, Tucson, AZ 85701

PURSUANT TO THE PROVISIONS OF SECTION 10-1503 & 10-1504 ARIZONA BUSINESS OCCRPORATION ACT, THE UNDERSIGNED CORPOPATION HEREBY APPLIES FOR AUTHORITY TO TRANSACT BUSINESS IN ARIZONA

FIRST	This application is
	(1) An original application pursuant to A.R.S. Sec. 10-1533
	(2) An application for new auth inty pursuant to A.R.S. Sed.0~1.504 as a result of (a) A change in the corporation's name as net forth in the second paragraph. (b) A desire to pursue in inis State different or additional purposes than those set forth in the corporation's pher Application for Authority as more fully described in the minth paragraph herein.
SECONO:	The name of the corporation is: U.S. MEST Communications Systems Composition
СЯІНІ	If the name of the corporation does not contain the word "association", "bank", "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of and such word; then the name of the corporation with the word or abbreviation which it elects to add thereto for use in ARIZONA is.
	FISCAL YEAR END. 12/31

13 7724 1004 7764

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1338 4/23/94)

(1)

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	and the	e regrod of its durati	on as Perpetual				
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IWELFTH			ls issued shares, iter	nized by	class, par value	e of shares, share	es without
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PHIRTEEN	H Th	e amount of its sta	ited çapital, as defin	ied in the	Anzona Busii	ness Corporation	Act is:
	3 1	.00	* **				
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FOURTEENTH

The application is accompanied by a copy of its Articles of Incorporation and all amendments thereto, duly authenticated within 60 days of delivery of these documents, by the proper officer of the State or County under the laws of which it is incorporated

FIFTEENTH

Has any rerson(s): (a) serving either by election or appointment as an officer, director or trustee, ir corporator of the corporation, (b) controlling or holding 20% of the proprietary, beneficial or membership interest in the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter evoked?

YES___ NO X

If your answer to the above question is "YES", you MUST attach the following information for each such corporation

- 1. Name and address of the corporation
- 2 Full name, including alias(es) and address(es) of each person or person(s) involved.
- 3 State(s) in which the corporation:
 - (a) Was incorporated
 - (b) Has transacted business
- 4. Dates of corporate operation
- 5. A description of the bankruptcy, receivership or charter revocation, including the date, the court or agency involved, and the file or cause number of the case.

SIXTEENTH

Under penalties of law I declare that I will comply with the provisions of A.P.S.Sec. 10-128.01.

Under penalties of law, I declare that I have examined this application and to the best of my knowledge and belief it is true, correct and complete.

<u>U.S. WEST Communications Systems Corporation</u>
(CORPORATE NAME)

naving been designated to act as Statutory Agent, C T Corporation System bereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes

(Signature of Statutory Agent)

CF 0024

Hay 7/14

1 4 3 8)

(3)

Directors and Officers U & WEST Communications Systems Corporation

DIRUCTORS

Richard Coleman
Primary 1 1801 California Street Director

The state of the s

Address : Suite 2020

Fenver, Colorado 20202
Kathy R. Stephens Director

Primity : 1801 California Street Address : Suite 2020

Denver, Colorado 80202

CERTINA

Richard Coleman & Compt

Primary (1 1801 California Street

Primary (1801 California
Address (1801 California
Denver, Colorado 80202
Vi Vice President & Treasurer Kathy R. Sterhens

Primary Amy 1801 Culifornia Street

Address 2: Suite 2020 Denver, Colorado 80202

Denver, Colorado 80202

Paul A. Lit Sacretary

Primary 9785 Marcon Circle

Address Suita G104

Englewood, Colorado 80112

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-4 Exhibit of Judith L. Brunsting March 25, 1999

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE CHART OF ACCOUNTS

Confidential/Proprietary Designation Rationale:

This exhibit categorizes the Chart of Accounts for U S WEST Long Distance. This contains detailed confidential information about payroll and salaries, and information about marketing and revenue streams. Because this information is would be valuable to our competitors, it is proprietary.

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-5 Exhibit of Judith L. Brunsting March 25, 1999

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE INCOME STATEMENT

Confidential/Proprietary Designation Rationale:

This exhibit categorizes the Income Statement of U S WEST Long Distance. The Income Statement lists the revenues and operating expenses of U S WEST Long Distance. Because this information would be valuable to our competitors, it is proprietary.

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-6 Exhibit of Judith L. Brunsting March 25, 1999

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE BALANCE SHEET

Confidential/Proprietary Designation Rationale:

This exhibit categorizes the Balance Sheet of U S WEST Long Distance. The Income Statement lists the assets and liabilities of U S WEST Long Distance. Because this information would be valuable to our competitors, it is proprietary.

Arizona Corporation Commission
Docket No. T-00000B-97-0238
U S WEST Communications – JLB-7
Exhibit of Judith L. Brunsting

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE POLICIES AND PROCEDURES

Confidential/Proprietary Designation Rationale:

This exhibit contains the Policies & Procedures manual of U S WEST Long Distance. This manual is an account of the internal methods and procedures used for procuring goods. Because this information would be valuable to our competitors, it is proprietary.

Arizona Corporation Commission
Docket No. T-00000B-97-0238
U S WEST Communications – JLB-8
Exhibit of Judith L. Brunsting
March 25, 1999

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE ACTIVE ASSETS REPORT

Confidential/Proprietary Designation Rationale:

This exhibit categorizes the Active Assets Report of U S WEST Long Distance. It lists all the equipment used by U S WEST Long Distance to conduct its business. Because this information would be valuable to our competitors, it is proprietary.

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-9 Exhibit of Judith L. Brunsting

U S WEST LONG DISTANCE BOARD OF DIRECTORS

U S WEST Long Distance, Inc.

Directors and Officers as of Sunday, August 02, 1998

Directors

Minimum: 1 Maximum: 5 Current: 1. Authorised number: 2 Quorum: 0

Name

Elected

Citizenship

Residence

Kathy R. Stephens

12/21/95

[A] indicates an Associate Director

Officers : 24 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2							
Title	Name	Appointed					
Assistant Secretary	Christian A. Pedersen	4/3/98					
Vice President & Treasurer	Kathy R. Stephens	12/21/95					
Secretary	Karen Tatelman	4/4/97					

Arizona Corporation Commission
Docket No. T-00000B-97-0238
U S WEST Communications – JLB-10
Exhibit of Judith L. Brunsting

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE TIME REPORTING FOR SERVICES PERFORMED FOR THE BENEFIT OF AFFILIATES AND OTHER THIRD PARTIES

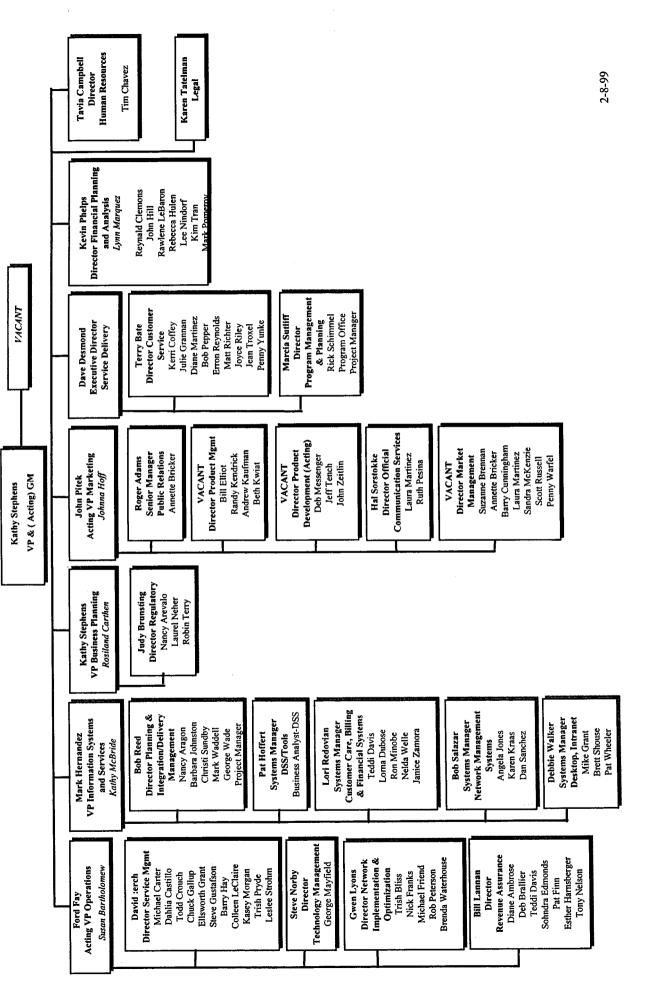
Confidential/Proprietary Designation Rationale:

This exhibit contains a description of how time reporting is performed for the benefit of affiliates and other third parties. It provides the framework for how U S WEST Long Distance employees track time spent on projects. Because this information would be valuable to our competitors, it is proprietary.

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-11 Exhibit of Judith L. Brunsting March 25, 1999

U S WEST LONG DISTANCE ORGANIZATION CHART

LOSMESTLONG DISTANCE



Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-12 Exhibit of Judith L. Brunsting

SERVICE AGREEMENT

AMENDMENT THREE

This is Amendment Three to the Services Agreement, Agreement Number AP96102 ("Agreement"), between U S WEST Communications, Inc. ("USW"), and U S WEST Long Distance, Inc. ("USWLD"), formerly U S WEST Communications Systems Corporation, dated April 1, 1996.

RECITALS

USW and USWLD entered into that certain Agreement for Services Number AP96102 dated April 1, 1996 as amended by Amendment Number 1 dated July 1, 1996, as amended by Amendment Number 2 dated February 12, 1998, and USW and USWLD wish to Amend the Agreement under the terms and conditions contained herein.

The following Agreement shall replace the previous Agreement in its entirety. All existing task orders shall be incorporated under this Agreement.

SERVICES AGREEMENT

U S WEST LONG DISTANCE, INC. and U S WEST COMMUNICATIONS, INC.

THIS AGREEMENT is made as of the first day of April 1996, by and

BETWEEN:

U S WEST Long Distance, Inc., a Colorado corporation

(hereafter "USWLD)

AND:

U S WEST Communications, Inc., a Colorado corporation

(hereinafter "USW").

The parties agree as follows:

Article 1 - TERM OF AGREEMENT

This Agreement shall become effective as of April 1, 1996 and will remain in full force and effect until either party provides sixty (60) calendar days written notice of termination to the other party. The parties agree to undertake a review of the contract every twenty-four months. If this Agreement is terminated prior to the completion of any Services, USW shall pay for all charges billed and owing to USWLD for Services performed up to and including the date of termination, provided Services performed are in accordance with the terms and conditions of this Agreement. USWLD shall complete any such work in progress prior to the termination of the Agreement, and USWLD shall perform such services in accordance with the terms and conditions of this Agreement.

Article 2 - SERVICES

A. USWLD shall provide services ("Services") to USW as set forth in the attached Exhibits (incorporated herein by this reference). The Exhibits describe Services that USWLD may provide to USW upon request by USW. Such requests for Services shall be specified and documented on a Task Order (incorporated herein as Exhibit A) and include, at a minimum, the following information:

- Description/Location of Service/s Requested
 - Dates of Commencement and Completion of Service/s Requested
- Deliverables, Performance Standards, Special Conditions
- Units and Price per Unit for Requested Service/s
- Costing Methodology

USWLD may require additional information as it deems necessary for the provision, tracking, and billing of Services.

- B. The parties shall comply with the U.S WEST Technology Fair Compensation Policy when Services requested include technical information, software, inventions, functional specifications, and other researched or developed products or Services.
- C. In the event of any conflict between the general terms and conditions of this Agreement and the special terms and conditions contained in a Task Order, Appendices or Attachments, the special terms and conditions shall prevail.

Article 3 - COMPENSATION

Services provided by USWLD shall be priced consistent with FCC accounting safeguards pursuant to docket 96-150 concerning transactions between USW and its affiliates. Where USWLD reasonably deems it necessary in order to comply with such rules and regulations, USWLD reserves the right to revise prices, provided that revisions occur no more than semi-annually. If applicable, USWLD and USW agree to any necessary true-up compensation (bill or credit) which may result from such necessary price revisions. Upon request by USW, USWLD agrees to provide supporting information to substantiate any such price revisions, the reasons therefore and any resulting true-up.

Article 4 - BILLING

A. USWLD shall submit invoices to USWC for Services provided in accordance with the terms and conditions of this Agreement on a monthly basis unless otherwise specified in the Task Order. USWC shall notify USWLD of the address to which invoices are to be sent.

- B. Invoices shall include the following billing information as a minimum:
 - 1) Invoice number
 - 2) Payment due date
 - 3) Date of Service
 - 4) Description of charges
 - 5) Applicable taxes
 - 6) Total charge

C. The bill recipient is responsible for recording the obligation upon receipt of the invoice WITHOUT REGARD TO ACCEPTANCE unless the billing has been billed to the wrong entity. Once the payable has been recorded, the bill recipient may withhold cash payment of the invoice for disputed items only. Formal disputes must be initiated with the billing company contact no later than sixty (60) days from receipt of the invoice. Any amount billed and uncontested as of the 60th day from receipt of the invoice shall be construed to be a proper charge to the bill recipient.

Interest should not be accrued on cash payments withheld by the bill recipient for disputed amounts during the period of the dispute. However, in order to discourage withholding of payments without due cause, if any portion of the disputed amount is resolved in favor of the billing company, interest shall be accrued from thirty (30) days after payment was due until the amount owed is paid. If the dispute is resolved in favor of the bill recipient, the billing company shall issue a credit to the bill recipient for the full amount. Payment of invoiced amounts that are undisputed or uncontested shall be remitted in full within thirty (30) calendar days after receipt of the invoice. Payment shall be sent to the address indicated on the invoice. Invoiced amounts not paid by the effective payment due date may be assessed interest on any outstanding balance until the amount is paid in full. Interest shall be accrued at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. Such interest shall be reflected on the invoice issued the month after the payment is deemed to be past due.

- D. The billing company shall have sixty (60) days from formal notification of the dispute to respond to the dispute.
- E. It is the responsibility of each affiliate to effectively communicate and resolve these disputes. If necessary, the issue in dispute should be escalated to the highest level required in order to achieve resolution within the allotted time frame. If all of this fails, refer the matter to the Directors of Technical Accounting at U S WEST, Inc. and at USWC, or their respective designees, for a ruling. Should such efforts prove ineffective, U S WEST, Inc. will, if asked, mediate the issue after a review of the related substantiating documentation. The matter may also be referred for mediation by an external party if both companies have agreed in writing to this type of mediation. (See Article 10 Dispute Resolution.)
- F. The billing company may not render a bill for services more than ninety (90) days after those services have been provided unless both companies have agreed in advance to a longer billing period.

Article 5 - RECORDS AND AUDITS

USW or its authorized representative shall have the right to audit USWLD's books and records which relate to performance obligations under this Agreement and the charges billed for Services rendered hereunder, including, but not limited to, wage rates, details of expenses incurred and time records, provided such audits are conducted during normal business hours and USWLD is given thirty (30) calendar days written notice. Such books and records shall be kept in a timely and accurate manner and in accordance with Generally Accepted Accounting Principles (GAAP).

Article 6 - PROPRIETARY INFORMATION

A. Both parties are hereby granted a non-exclusive nontransferable license to use information provided by the other for the purpose of carrying out the terms of this Agreement. Neither party shall publish, circulate or otherwise distribute or disclose any such information that is marked proprietary or confidential to any third party not affiliated with USWLD or USW, unless and until (1) the party whose confidential information is requested gives written authorization and such third party executes a confidentiality agreement containing terms substantially similar to the ones contained in this Agreement and all attachments thereto; (2) such information has come into the public domain through no fault of USWLD or USW; (3) such information is otherwise in the possession of USWLD or USW free of any obligation of confidentiality, or (4) such party is required to do so by regulatory mandate.

B. Any third party information provided by USWLD or USW to the other party shall be deemed USWLD or USW information according to its source, and shall be treated accordingly. If such information is subject to a separate agreement with the third party, the party receiving information agrees to hold and use the information in strict accordance with the separate agreement, provided it has knowledge of the separate agreement, unless otherwise instructed in writing by the party providing the information.

Article 7 - INDEPENDENT CONTRACTOR

USWLD hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of USW; that USWLD does not have the authority to act for USW or to bind USW in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of USW; that any persons provided by USWLD shall be solely the employees or agents of USWLD under its sole and exclusive direction and control. USWLD and its employees or agents are not entitled to USW's unemployment insurance benefits as a result of performing under this Agreement. USWLD shall be solely responsible for all matters relating to payment of its employees and agents, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state and local, rules and regulations. USWLD shall indemnify and hold USW harmless from any causes of action arising out of USWLD's liability to its employees or agents.

Article 8 - WARRANTY

Services shall be performed in a professional manner, consistent with industry standards, and meet the satisfaction of USW. USW reserves the right to inspect Services at any time prior to acceptance. USWLD warrants that the Services will be provided free from defects in performance, will conform to all specifications described in Exhibit A, and will be fit and sufficient for the purposes expressed in, or reasonably inferred from this Agreement.

Article 9 - LIMITATION OF LIABILITY

Neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and loss profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement. Notwithstanding the foregoing, the parties are liable in accordance with the provisions of this Agreement and this limitation of liability shall not apply to the indemnification obligations under this Agreement.

Article 10 - DISPUTE RESOLUTION

Any claim, controversy or dispute which arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") which the parties are unable to settle through consultation and negotiation may be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute which cannot be resolved through negotiation or mediation shall be resolved by binding arbitration as provided in this Article. The arbitrability of claims shall be determined under the Federal Arbitration Act, 9 USC Secs. 1-16. Notwithstanding the foregoing, the parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.

A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of this Agreement and the matter in Dispute, shall conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in Denver, Colorado, and all expedited procedures prescribed by the AAA rules shall apply. The laws of Colorado shall govern the construction and interpretation of this Agreement. The arbitrator's decision and

award shall be final, conclusive and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the mediator and arbitrator.

If any party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and another party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.

USWLD agrees that in the event of any Dispute between the parties, it will continue to provide Services without interruption.

Article 11 - HEADINGS NOT CONTROLLING

The headings of sections and clauses are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Article 12 - NOTICES

Any notice, instruction, direction or demand under the terms of this Agreement must be in writing. Notification will be deemed to have taken place upon delivery, if delivery is by hand, or five (5) days after posting if sent by certified mail, return receipt requested. The representatives of the parties to whom notices shall be sent are:

USWLD U S WEST Long Distance, Inc. Room 2800 1801 California Street Denver, CO 80202 Attn: Contract Manager

USW
U S WEST Communications, Inc.
Contract Development & Services
188 Inverness Drive West, Suite 600
Englewood, CO 80112 Attn: Contract Representative

Article 13 - CONSTRUCTION

This Agreement shall be interpreted and construed in accordance with the laws of the state of Colorado.

Article 14 - ASSIGNMENT

This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign or delegate this Agreement and/or any of its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any such attempted assignment shall be void. However, either party may assign this Agreement and delegate any of its rights and/or obligations hereunder to its parents, subsidiaries, subsidiaries of its parents, or other affiliates, without the consent of the other party. Any assignment of amounts payable is void to the extent that it attempts to impose on USW obligations to the assignee, or to preclude USW from dealing solely and directly with USWLD in all matters under this Agreement.

Article 15 - FORCE MAJEURE

With the exception of payment of charges due under this Agreement, a party shall be excused from performance if its performance is prevented by acts or events beyond the party's reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures not the result of error of either party; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

Article 16 - RIGHTS UPON ORDERLY TERMINATION

Upon termination of this Agreement by expiration or otherwise, or any portion of the Services hereunder, each party shall, upon request, forthwith return to the other party all papers, material and properties of the other party held by such party and required to be returned by this Agreement. In addition, each of the parties will assist the other party in the orderly termination of this Agreement or any portion of the Services hereunder.

Article 17 - REGULATORY SUPPORT

A. USW and USWLD agree that to the extent USW is under the regulation of federal or state agencies, USWLD will provide full cooperation and support for USW's responses to relevant regulatory inquiries or discovery requests concerning this Agreement or relationships derived from this Agreement.

B. Should a regulatory agency request information, including but not limited to proprietary, trade secret, or confidential information, the disclosure of which, in the opinion of USWLD or USW, might be detrimental to the operation of USWLD, USW agrees to request an appropriate order to preserve the confidentiality of the information. USWLD agrees to provide support in the request of said order.

Article 18 - THIRD-PARTY BENEFICIARY

Nothing in this Agreement is intended to create any rights in a third-party beneficiary.

Article 19 - AMENDMENT

This Agreement and its attached Exhibit(s) may be amended from time to time, in whole or in part, upon written agreement between the parties.

Article 20 - INDEMNITY

USWLD shall indemnify and hold harmless USW, its owners, parents, subsidiaries, affiliates, agents, directors and employees against all Liabilities to the extent they arise from or in connection with: (1) the fault or negligence of USWLD, its officers, employees, agents, subcontractors and/or representatives; and/or (2) the furnishing, performance or use of any Services under this Agreement or any product liability claims relating to any Services; and/or (3) failure by USWLD, its officers, employees, agents, subcontractors and/or representatives to comply with the Article entitled "Compliance with Laws;" and/or (4) assertions under workers' compensation or similar employee benefit acts by USWLD or its employees, agents, subcontractors, or subcontractors' employees or agents.

USW shall indemnify and hold harmless USWLD, its owners, parents, subsidiaries, affiliates, agents, directors and employees against all Liabilities to the extent they arise from or in connection with: (1) the fault or negligence of USW its officers, employees, agents, subcontractors and/or representatives; and/or (2) the furnishing, performance or use of any Services under this Agreement or any product liability claims relating to any Services; and/or (3) failure by USW, its officers, employees, agents, subcontractors and/or representatives to comply with the Article entitled "Compliance with Laws," and/or (4) assertions under

workers' compensation or similar employee benefit acts by USW or its employees, agents, subcontractors, or subcontractors' employees or agents.

Article 21 - AFFILIATE

For purposes of this Agreement, ("Affiliate") means any entity which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with one of the parties hereto. For the purpose of this Agreement, "control" means (i) in the case of corporate entities, direct or indirect ownership of more than ten percent, and (ii) in the case of non-corporate entities, direct or indirect ownership of more than ten percent.

Article 22 - WAIVER

The failure of either party to exercise any right shall not be construed to be a waiver unless agreed upon in writing. A waiver in any one instance will not constitute an amendment to this Agreement or indicate any continued waiver of such right on any other occasion.

Article 23 - COMPLIANCE WITH LAWS

The parties shall obtain and maintain at its own expense all permits and licenses and pay all fees required by law with respect to any Services and/or performance of this Agreement. The parties shall, in connection with performance of and Services under this Agreement, comply with all applicable federal, state, and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency orders ("Laws"), including, without limitation:

- 1. The Telecommunications Act of 1996 and all rules, regulations and orders issued in connection with that Act and this Agreement shall, to the greatest extent possible, be construed to be consistent with the same.
- 2. Laws relating to non-discrimination in employment, fair employment practices, equal employment opportunity, employment opportunities for veterans, non-segregated facilities, and/or employment of the disabled, except to the extent a party is exempt therefrom; and the Laws and contract clauses required by those Laws to be made a part of this Agreement are incorporated herein by this reference.
- 3. The Laws referred to in the Article entitled "Independent Contractor".

USWLD acknowledges that Purchase(s) and/or Confidential Information ("Exports") may be subject to U.S. and applicable foreign export laws or regulations. USWLD shall perform its obligations under this Agreement in a manner consistent with the requirements of all applicable U.S. and all applicable foreign laws and regulations, including the U.S. export laws and regulations, the Foreign Corrupt Practices Act, and anti-boycott laws, and U.S. export laws and regulations prohibiting the unauthorized export or re-export of certain items to residents of countries listed in U.S. Export Administration Regulations.

The requirements of this Article shall survive the expiration, termination or cancellation of this Agreement. All provisions of this Article shall also apply to all subcontractors, and similar terms shall be included in all USWLD's contracts with subcontractors.

Article 24 - SEVERABILITY

Any term or provision of this Agreement which is held to be invalid, void, unenforceable or illegal will in no way affect, impair or invalidate the remaining terms or provisions, which will remain in full force and effect, consistent with the original intent of the parties. However, if such provision is an essential element of the Agreement, the parties shall promptly attempt to negotiate a substitute therefore.

Article 25 - DEFAULT OR BREACH

In the event of a material breach of any of the terms of this Agreement, the aggrieved party shall give the other party written notice of such breach and request cure within thirty (30) calendar days from notice receipt as provided herein. If the described breach is not cured within the thirty (30) calendar day period, then this Agreement may, upon written notice, be terminated immediately without charge or liability, except for work performed by USWLD and costs incurred by USW under this Agreement up until the date of termination.

Article 26 - CANCELLATION FOR DEFAULT

Either party may cancel this Agreement and/or any Order(s), in whole or part, without liability, by giving written notice of breach or default if the other (1) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing; or makes a general assignment for the benefit of creditors; or if a receiver is appointed for substantially all of its property; or (2) materially breaches or defaults on its obligations under this Agreement and, if the breach or default can be cured, fails to cure the breach or default within thirty (30) days after receipt of written notice to cure; or (3) commits breaches on obligations other than payment, repetitively, or at least three separate significant times within any four-month period. Customer may cancel any Order(s) in whole or in part, without liability, if USWLD fails to Deliver conforming Services under that Order on time.

If Services are being provided, USW shall have the right to take over and complete the Services at USWLD's expense.

If USW cancels this Agreement and/or any Order(s) for USWLD's default or breach, it shall be entitled to recover from USWLD all losses, damages and expenses incurred as a result of USWLD's default or breach. USWLD shall refund to USW amounts previously paid for Services which, due to such cancellation, cannot reasonably be used by USW, and shall bear all expenses for their removal and return. USWLD shall, at USW's option, promptly remove Services or bear the cost of removal. USWLD shall restore or bear the expenses of restoration of USW's property to its original condition at the direction of USW and refund to USW all monies previously paid for such Services.

If USWLD cancels this Agreement and/or any Order(s) for USW's default or breach, it may recover from USW reasonable expenses incurred as a direct result of USW's default or breach, which shall not exceed the amounts which USW has not yet paid under the terms hereof. USW shall not be liable for incidental, consequential or indirect damages, including but not limited to lost profits or unallocated overhead.

Article 27 - SEVERAL LIABILITY AND JOINT DISCOUNTS

The term USW as used herein may be applicable to one or more parties and the singular shall include the plural. If more than one party is referred to as USW herein, then their obligations and liabilities shall be several, not joint. Notwithstanding the foregoing, all Services under this Agreement and/or related agreements shall be cumulative for purposes of determining: (1) whether USW has met any minimum purchase requirements; (2) credits which may be applicable; (3) USW's forecasts; (4) the level of discount, if any, which shall apply to any Services.

Article 28 - INSURANCE

Both parties shall obtain and maintain insurance with coverage or limits consistent with U S WEST, Inc. practices and policies. Such insurance shall be commensurate with the type and/or amount of Service performed under this Agreement and the cost for such insurance shall be borne by the party performing the Service.

Either party may provide some or all of the insurance coverage required above through self-insurance in a manner consistent with U S WEST, Inc. practices and policies.

Each party shall also require its subcontractors, if any, to maintain appropriate levels of insurance and agrees to furnish the other party with certificates or adequate proof of such insurance, if requested. Either party may consult with U S WEST, Inc. - Risk Management for an evaluation of the appropriate insurance for subcontractors.

Article 29 - CONTRACT ADMINISTRATION

A. Each party shall appoint a Contract Manager who shall be responsible for the management of the relationship between the parties. Interpretations, amendments, negotiations, modifications, requests for audits and/or examinations relating to this Agreement shall be initiated and managed by the Contract Managers.

B. USWLD shall appoint a Contract Manager with overall responsibilities for the Services offered in this Agreement. The Contract Manager shall be responsible to oversee that the Services are provided as specified in the Exhibit, initiate billing and monitor payment and provide further information regarding the Service and/or billing if USW requests. The Contract Manager shall resolve such inquiries within thirty (30) days.

C. If the Contract Manager is unable to provide sufficient information to USW regarding the Services delivered and/or the amounts invoiced, Dispute Resolution procedures will be initiated.

Article 30 - SUBCONTRACTORS

Each party will be responsible for the proper performance of any subcontractor it hires which may be used to assist in the performance of Services; however, neither party will subcontract any work without the other party's prior written consent, which shall not be unreasonably withheld.

Article 31 - NONEXCLUSIVE AGREEMENT

It is expressly understood and agreed that this Agreement does not grant to USWLD any exclusive privileges or rights and USW may contract with other suppliers for the procurement of comparable Services. Except as specifically identified in a Task Order, USW makes no guarantee or commitment for any minimum or maximum amount of Services hereunder.

Article 32 - SURVIVAL

All obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination.

Article 33 - ENTIRE AGREEMENT

This Agreement including its Exhibit(s) constitutes the entire Agreement between the parties, and supersedes all prior agreements, representations, negotiations, statements, or proposals related to the subject hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

US WEST Long Distance, Inc.	U S WEST Communications, Inc.
Signature	Signature
Name Printed or Typed	Name Printed or Typed
Title	Title
Date	Date

EXHIBIT A TASK ORDER

This Task Order is issued pursuant to Agreem by and between U S WEST Long Distance, ("USW"). The particular terms and conditions	ent No. AP96102 dated the day of, 1996, Inc. ("USWLD") and U S WEST Communications, Inc. of the Task Order are as follows:
1. Description of Services	
2. Dates for commencement and completion	•
3. Description of deliverables, performance sta	ndards, and any special conditions
4. Pricing methodology and estimated costs	
5. Billing and payment procedures	÷
U S WEST Long Distance, Inc.	U S WEST Communications, Inc.
Signature	Signature
Name Printed or Typed	Name Printed or Typed
Title	Title
Date	Date

EXHIBIT B

Reserved for future use.

Exhibit C Page 1 of 1

NETWORK OPERATIONS SERVICES

USWLD shall provide to USW, Network Operations Services as permitted under the Telecommunications Act of 1996, as long as Services do not constitute performing operating, installation, or maintenance functions associated with facilities that USWLD owns or leases from a provider other than USW. These services include the following:

Management of USW's official communications services which includes intraLATA and interLATA services.

Procure, provision, activate all interLATA services.

Consulting Services.

- Long distance network planning and design
- Assist in customer/network provisioning of inter and intraLATA services for official communications services
- Assist in customer/network activation of inter and intraLATA services for official communications services
- Assist with daily operations as it pertains to traffic maintenance and network performance

USWLD charges USW in accordance with FCC rules and regulations for the management fee associated with the official communications services. The toll charges from interexchange carriers are charged at the costs at which the services are procured.

Exhibit D Page 1 of 1

REVENUE ASSURANCE SERVICES

USWLD shall provide to USW, upon request, revenue assurance services related to fraud and bad debt information as well as error correction and detection for toll related products and services. In the event that USWLD develops revenue assurance systems for internal processes, USW could potentially request to purchase various systems, modules, or output from these systems which USW may find useful. These systems or resulting data include the following:

Revenue Assurance Systems/Process Services:

Development of systems for billing error correction and detection processes.

Analysis of USW's customers' calls to assure all calls were recorded properly.

Provide Clearinghouse reconciliation to assure that out of region third party billed and collect calls are sent to the clearinghouse for billing. This includes rating and tracking out of region calls and sending them (via electronic files) to the clearinghouse for billing to ensure that USW is compensated for calls.

Analysis of pre-bill and post-bill traffic to ensure fraud is kept to a minimum. (Fraud tests can be conducted either during calls or after calls have been completed.) USWLD will provide detailed reporting on fraud and bad debt information, as obtained.

USW shall pay USWLD for the services requested and provided herein in accordance with FCC rules and regulations.



PRODUCT AND PROJECT MANAGEMENT SERVICES

USWLD shall provide to USW, upon request, Product and Project Management Services for toll related products and services, including the following:

Product Design

- Develop concepts for new, tactical and strategic long distance products and services.

Product Development

- Develop customer requirements including service performance requirements in all impacted Information Services and Network and vendor systems.
- Define service delivery requirements for the customer life cycle.
- Develop and obtain business case approval for product implementation.
- Develop and implement alpha and beta tests and perform post-roll out monitoring and evaluation.

Product Life Cycle Management

- Manage product life cycle staging (introduction, growth, maturity and decline).
- Assess and monitor post-product roll out financial, infrastructure and technical success.
- Enhance and adjust product functionality and service delivery process to address dynamic market expectations and maintain competitive position and financial integrity.
- Monitor and assess product market and competitor size and directions and evaluate current and future evolution of offerings.
- Develop and maintain product plans and product performance reporting, with the responsibility of assuring revenue plan, margin and product mix objectives are met.

Product Marketing

- Develop product pricing and promotional strategies.
- Implement and monitor product pricing and product promotions aimed at customer acquisition and retention.
- Work with internal organizations to create and deliver product training, product bulletins, sales brochures and materials, bid tools, etc., and when requested provide account-specific product support.
- Manage content of all internal and external product communications.
- Support the development of new distribution channels to target markets.

Project Management

- Provide procurement of the network and platform management for card services, i.e., calling, prepaid, etc.
- Secure resources for customer care and billing and collections support.
- Support ongoing enhancements and day-to-day monitoring of the platform associated with USW's cards, including but not limited to the following:
 - service management and monitoring of the network and platform,
 - product enhancement projects for a direct connection to the card validation center for fraud detection, redundant processing node, consolidation of nationwide rating and taxing with bill printing functions, and merger of Directory Assistance functionality into USW operations.

USW shall pay USWLD for such services in accordance with FCC rules and regulations.

Exhibit F Page 1 of 1

MARKETING COMMUNICATIONS SERVICES

USWLD shall provide to USW, upon request, Marketing Communications services including the following:

Consult with USW on the marketing communications strategies, plans, and implementation for toll products and services.

Design, budget, production, and distribution of tangible marketing communications vehicles such as, collateral, print, Out Of Home (billboards), fulfillment kits and related execution, training and motivational support tools, television production, radio production, and other incremental items to communicate the products and services internally and externally.

Coordinate with USW Brand Management for support of USW's brand name.

USW shall pay USWLD for such services in accordance with FCC rules and regulations.

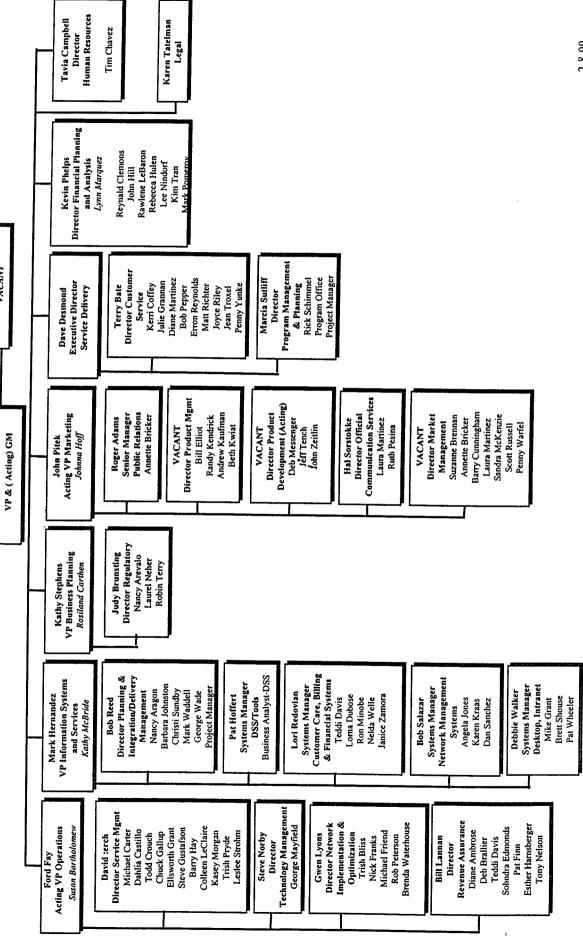
Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications – JLB-11 Exhibit of Judith L. Brunsting

U S WEST LONG DISTANCE ORGANIZATION CHART

LONG DISTANCE

VACANT

Kathy Stephens



Arizona Corporation Commission
Docket No. T-00000B-97-0238
U S WEST Communications – JLB-13
Exhibit of Judith L. Brunsting

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket No. T-00000B-97-0238

Description/Title of Information: U S WEST LONG DISTANCE EMPLOYEE TRAINING

Confidential/Proprietary Designation Rationale:

This exhibit categorizes 272 Training for U S WEST Long Distance employees. The training advises employees of the company's interpretation of Section 272 of the Telecommunications Act of 1996. Because this information would be valuable to our competitors, it is proprietary.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN CHAIRMAN TONY WEST	
TONY WEST COMMISSIONER	
CARL J. KUNASEK COMMISSIONER	
IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE) DOCKET NO. T-00000B-97-0238) AFFIDAVIT OF
TELECOMMUNICATIONS ACT OF 1996) JUDITH L. BRUNSTING
STATE OF COLORADO)) : SS
COUNTY OF DENVER)

Judith L. Brunsting, of lawful age being first duly sworn, deposes and states:

- 1. My name is Judith L. Brunsting. I am Director, Regulatory of U S WEST Long Distance, Inc. in Denver, Colorado.
- 2. I hereby swear and affirm that the statements and data contained in the attached affidavit and exhibit(s) are true and correct to the best of my knowledge and belief.

Judith L. Brunsting

SUBSCRIBED AND SWORN before me this Bd day of March, 1999.

Notary Public

My Commission expires:

AFFIDAVIT OF MILLION

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

AFFIDAVIT OF

TERESA K. MILLION

U S WEST COMMUNICATIONS

MARCH 25, 1999

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1 Identification of Affiant

2 My name is Teresa K. Million. I am a Manager, FCC Regulatory Accounting at 3 U S WEST Communications, Inc. ("U S WEST Communications") which is a Bell 4 Operating Company ("BOC"). I am responsible for ensuring USWEST 5 Communications' regulatory accounting compliance with the Federal 6 Communications Commission's (FCC) affiliate transactions requirements, 7 including Section 272 of the Telecommunications Act of 1996 (the "Act"). I have 8 a Juris Doctor from the University of Denver, College of Law. I am licensed to 9 practice law in the state of Colorado. I also have a Master of Business 10 Administration from Creighton University and a degree in Animal Science from 11 the University of Arizona. 12 I have more than 15 years experience in the telecommunications industry with an 13 emphasis in tax and regulatory compliance. I began my career with 14 Northwestern Bell Telephone Company, now US WEST Communications, in 15 1983, where I administered Shared Network Facilities Contracts with AT&T that 16 emanated from divestiture. I held a variety of positions within the US WEST. Inc. Tax Department over a period of ten years, including tax accounting, audit, 17 18 and state and federal tax research and planning responsibilities. In 1997, I 19 assumed my current position, which has responsibility for affiliate transactions 20 compliance, specifically Section 272 compliance.

Purpose of Affidavit

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- 2 The purpose of my affidavit is to demonstrate that U S WEST Communications
- 3 is in position to comply with all the relevant requirements of Section 272 of the
- 4 Act, and the related rules promulgated by the FCC, following USWEST
- 5 Communications' receipt of in-region interLATA authority in Arizona.
- 6 My affidavit addresses the primary requirements of Section 272 of the Act, which
- 7 is intended to promote pro-competitive behavior in the long distance market
- 8 absent full competition in the local exchange marketplace. There are eight
- 9 requirements designed to prohibit anti-competitive discrimination and cost
- 10 shifting between a BOC and its long distance affiliate. I also review the
- 11 employee training and awareness efforts that U S WEST Communications has
- 12 undertaken to ensure that the requirements of Section 272 are implemented.

13 **Executive Summary**

- 14 The specific provisions of Section 272 include: Section 272(a), Separate Affiliate
- 15 Requirement; Section 272(b), Structural and Transactional Requirements;
- 16 Section 272(c), Nondiscrimination Safeguards; Section 272(d), Biennial Audit
- 17 Requirement; Section 272(e), Fulfillment of Requests for Telephone Exchange
- 18 Service; Section 272(f), Sunset Provisions; and Section 272(g) Joint Marketing.
- 19 Section 272(a) requires that U S WEST Communications provide long distance
- 20 services through a separate long distance affiliate. U S WEST Communications
- 21 will offer such long distance services, upon Section 271 approval, through its
- 22 long distance affiliate, U S WEST Long Distance, Inc. (" U S WEST LD").

Section 272(b) requires that the long distance affiliate maintain separate books, 1 2 records and accounts; have its own directors, officers and employees; obtain 3 credit that will not provide recourse to the assets of U S WEST Communications: 4 and conduct all transactions with U S WEST Communications on an arm's length 5 basis, with all such transactions reduced to writing and available for public 6 inspection. U S WEST Communications satisfies these requirements of the Act. 7 Section 272(c) prohibits USWEST Communications from discriminating between US WEST LD and any other entity in the provision or procurement of 8 9 goods, services, facilities, and information, or in the establishment of standards. 10 U S WEST Communications satisfies this requirement of the Act. 11 Section 272(d) requires that U S WEST Communications obtain and pay for a 12 joint Federal/State audit every two years to determine whether the company has 13 complied with the requirements of Section 272 and the regulations promulgated 14 under Section 272. In particular, the audit will determine whether the company 15 has complied with the separate accounting requirements of Section 272(b). 16 U S WEST Communications will adhere to these provisions of the Act. 17 Section 272(e) requires that U S WEST Communications fulfill requests from 18 unaffiliated entities for telephone exchange service and exchange access within 19 the same period, under the same terms and conditions, and at an amount that is 20 no more than that for which it provides such services to USWEST LD. I will 21 demonstrate that USWEST Communications satisfies these requirements of 22 the Act.

- 1 Section 272(f) contains sunset provisions which state that the limitations on
- 2 manufacturing, long distance, and interLATA information services will end on a
- 3 date certain unless extended by FCC rule or order. In addition, Section 272(f)
- 4 preserves the existing authority of the FCC to prescribe safeguards consistent
- 5 with the public interest, convenience and necessity. USWEST
- 6 Communications will adhere to this section as required by the FCC.
- 7 Section 272(g) permits U S WEST Communications to join in the marketing and
- 8 sale of USWEST LD's interLATA service once USWEST LD is authorized to
- 9 provide interLATA services under Section 271(d). Such joint marketing of
- services will be exempt from the nondiscrimination provisions of Section 272(c).
- 11 Otherwise, US WEST LD is prohibited from marketing or selling US WEST
- 12 Communications' telephone exchange services unless other similar entities are
- 13 permitted to do the same. USWEST Communications will adhere to these
- 14 provisions of the Act.
- 15 Finally, Section 272(h) gave U S WEST Communications one year to conform
- with the requirements of Section 272 to the extent that it was engaged in any
- 17 interLATA long distance or interLATA information services already in February
- 18 1996. Because U S WEST Communications was not engaged in any such
- 19 activities, this transitional period does not apply to U S WEST Communications.
- 20 **Section 272**
- 21 Section 272(a) Separate Affiliate Requirement

- 1 Section 272(a) of the Act states that any interLATA long distance service that
- 2 originates from a BOC customer in a state shall be provided through an affiliate
- 3 that is separate from the BOC. US WEST Communications complies with the
- 4 separate affiliate requirement of Section 272(a).
- 5 US WEST Communications is a BOC within the meaning of the Act. US WEST
- 6 Communications has not and will not provide in-region, interLATA services
- 7 originating within the USWEST 14 state region as long as the structural
- 8 obligation of Section 272 applies to this activity.
- 9 When U S WEST Communications receives the necessary Section 271 approval
- 10 from the FCC, interLATA long distance service originating from within Arizona
- 11 will be offered exclusively through U S WEST Long Distance, Inc. (" U S WEST
- 12 LD"). U S WEST LD, a wholly owned subsidiary of U S WEST, Inc., is fully
- 13 separate from USWEST Communications, which is also a wholly owned
- 14 subsidiary of USWEST, Inc. USWEST Communications owns no stock of
- 15 USWEST LD; nor does USWEST LD own any stock of USWEST
- 16 Communications. Please refer to the affidavit of Ms. Judith L. Brunsting for a
- 17 further explanation of the structure and organization of U S WEST LD.
- 18 Section 272(b) Structural and Transactional Requirements
- 19 Section 272(b) places five structural and transactional requirements on the
- 20 interactions between USWEST Communications and its separate affiliate,
- 21 US WEST LD. These separate affiliate requirements are addressed in further
- 22 detail in CC Docket 96-149, the Non-Accounting Safeguards Order, and CC

1	Docket 96-150, the Accounting Safeguards Order. Specifically, Section 272(b)
2	requires that U S WEST LD:
3	(1) shall operate independently from U S WEST Communications;
4	(2) shall maintain books, records, and accounts in the manner prescribed
5	by the Commission which shall be separate from the books, records,
6	and accounts maintained by U S WEST Communications of which it
7	is an affiliate;
8	(3) shall have separate officers, directors, and employees from U S WEST
9	Communications;
10	(4) may not obtain credit under any arrangement that would permit a
11	creditor, upon default, to have recourse to the assets of USWEST
12	Communications; and,
13	(5) shall conduct all transactions with U S WEST Communications on an
14	arms' length basis, with all such transactions reduced to writing and
15	available for public inspection.
16	These five requirements formalize some of the well-known tenets of corporate
17	law. They also provide the FCC with measurable indicators that USWEST
18	Communications and U S WEST LD operate independently.
19	Corporate law and the theory of corporations as separate independent entities
20	can be traced far back in legal history. This theory of independence provides the
21	presumption that corporations, as separate entities, are able to conduct business
22	and enter into contracts and obligations, while limiting the liability of shareholders

- 1 and owners. It is very difficult to overcome this presumption of the corporation
- 2 as a separate entity.
- 3 In limited, very rare circumstances, courts have relied upon a doctrine known as
- 4 "piercing the corporate veil" to look beyond the corporate form and hold a parent
- 5 company responsible for the activities of its subsidiary. USWEST
- 6 Communications and USWEST LD do not have a parent/subsidiary
- 7 relationship; rather they are brother/sister corporations.
- 8 Where courts have been willing to impose the liabilities of one corporation upon
- 9 another, they have emphasized the complete failure of the entities to follow any
- 10 notion of the requisite corporate formalities. That failure must result in such a
- 11 close relationship between the two companies that one is, in essence, the alter
- 12 ego of the other. Otherwise, as a matter of law, two corporations, each with its
- own board of directors, are deemed to have an independent existence.
- 14 Section 272(b)(1) Operate Independently
- 15 U S WEST Communications and U S WEST LD currently operate independently
- 16 and in compliance with the requirements of the Non-Accounting Safeguards
- 17 Order. U S WEST Communications and U S WEST LD do not and will not jointly
- 18 own telecommunications switching or transmission facilities, or the land or
- 19 buildings where those facilities are located for so long as such a restriction
- 20 applies under the rules.
- 21 Not only is there no joint ownership of network facilities, but no facilities identified
- 22 under this rule have been transferred to U S WEST LD. Any plans for switching

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- 1 and transmission facilities to be owned by U S WEST LD are discussed in the
- 2 affidavit of Ms. Judith L. Brunsting.
- 3 In addition, services provided to U S WEST LD by U S WEST Communications
- 4 do not include performing operating, installation, or maintenance functions
- 5 associated with facilities that U S WEST LD may own or lease from a provider
- 6 other than U S WEST Communications. Nor does U S WEST LD perform such
- 7 functions associated with U S WEST Communications' facilities.
- 8 USWEST Communications satisfies the Section 272(b)(1) requirement for
- 9 operational independence and will remain in compliance for as long as this
- 10 requirement is in effect.

1 Section 272(b)(2) - Separate Books, Records, and Accounts

- 2 Section 272(b)(2) requires that USWEST Communications maintain books,
- 3 records, and accounts in the manner prescribed by the FCC that are separate
- 4 from the books, records and accounts maintained by U S WEST LD. U S WEST
- 5 Communications and U S WEST LD are separate legal entities and as such the
- 6 accounting of the two entities is not commingled.
- 7 The systems on which USWEST Communications processes its financial
- 8 transactions are designed to recognize the unique entity codes assigned to the
- 9 separate legal entities of USWEST Communications and USWEST LD.
- 10 Under these systems, it is not possible for one entity to enter transactions using
- an entity code belonging to another entity.
- 12 This requires separateness by ensuring each company will have its own books.
- 13 keep its own records, and have its own Chart of Accounts. It also permits
- 14 consolidated reporting at U S WEST, Inc. as required for Federal and State tax,
- 15 as well as for SEC purposes.
- 16 U S WEST Communications follows GAAP and regulatory accounting rules as
- 17 required by the FCC. U S WEST Communications' original books, records, and
- 18 accounts are maintained in accordance with Part 32, Uniform System of
- 19 Accounts for Telecommunications Companies and Part 64.901, Allocation of
- 20 Costs. Annual reports are publicly filed via the FCC's Automatic Reporting and
- 21 Management Information Systems (ARMIS) and are accompanied by the opinion
- of independent accountants, Arthur Andersen, L.L.C.

- 1 The affidavit of Ms. Judith L. Brunsting further describes the accounting practices
- 2 of US WEST LD, its Chart of Accounts, Time Reporting Procedures, and other
- 3 evidence that establishes that U S WEST LD's books, records, and accounts are
- 4 separate from those of U S WEST Communications.
- 5 USWEST Communications will continue to maintain books, records, and
- 6 accounts that are separate for U S WEST LD and comply with Part 32, Part 64,
- 7 and the Accounting Safeguards Order in CC Docket 96-150 for so long as this
- 8 requirement is in effect.
- 9 Section 272(b)(3) Separate Officers, Directors, and Employees
- 10 Section 272(b)(3) requires that U S WEST Communications and U S WEST LD
- 11 have separate officers, directors, and employees. USWEST LD's Chief
- 12 Operating Officer is not an officer of USWEST Communications, nor is any
- 13 U S WEST Communications' officer or employee also an officer of U S WEST
- 14 LD. U S WEST Communications' Board of Directors is comprised of Sol Truiillo.
- 15 Chief Executive Officer, and Al Spies, Chief Financial Officer. Neither Mr. Trujillo
- 16 nor Mr. Spies is an officer or director of USWEST LD. As long as this
- 17 requirement of Section 272 applies, no officer or director of USWEST
- 18 Communications will simultaneously be an officer or director of U S WEST LD.
- 19 U S WEST Communications and U S WEST LD also have separate employees
- 20 who are paid from separate payrolls. In order for an employee to "transfer" from
- 21 one company to the other, the employee must be terminated and then re-hired
- 22 by the other company. Employees are required to return I.D. badges, corporate

- 1 credit cards, pagers, cell phones, etc. and have them re-issued by the hiring
- 2 company according to that company's practices.
- 3 U S WEST Communications employees who provide services to U S WEST LD
- 4 do so under contract. These transactions under contract are conducted at
- 5 "arms' length" and are reduced to writing and available for public inspection
- 6 consistent with Section 272(b)(5). The Master Services Agreement ("MSA")
- 7 constitutes the umbrella agreement for services provided by USWEST
- 8 Communications to USWEST LD. The MSA requires USWEST
- 9 Communications to perform its obligations as an independent contractor and not
- 10 as an agent or employee of U S WEST LD. See Article 6 of the MSA, which is
- 11 included as Exhibit TKM-1. The MSA is available on the U.S.WEST Internet
- 12 Home Page at http://www.uswest.com/com/insideusw/policy/ as required by the
- 13 Accounting Safeguards Order.
- 14 This evidence demonstrates that USWEST Communications and USWEST
- 15 LD currently satisfy the requirement to have separate officers, directors, and
- 16 employees. U S WEST Communications and U S WEST LD will continue to do
- 17 so for as long as required under Section 272.
- 18 Section 272(b)(4) No Recourse to U S WEST Communications' Assets
- 19 Section 272(b)(4) prohibits USWEST LD from obtaining credit under any
- arrangement that would permit a creditor, upon default, to have recourse to BOC
- 21 assets. U S WEST Communications employs three mechanisms to comply with
- 22 this requirement.

- 1 First, U S WEST Communications is capitalized separately from U S WEST LD.
- 2 Second, U S WEST Communications issues its own commercial paper to obtain
- 3 financing for telecommunications operations. This is separate from debt
- 4 financing for unregulated affiliates, which is obtained through a subsidiary of
- 5 USWEST, Inc. and is guaranteed by the assets of the unregulated affiliates.
- 6 USWEST Communications does not and will not provide creditors of its
- 7 unregulated affiliates with recourse to U S WEST Communications' assets.
- 8 Finally, neither U S WEST, Inc. nor U S WEST Communications has co-signed a
- 9 contract or any other instrument that would allow U S WEST LD to obtain credit
- 10 in a manner that grants the creditor recourse to US WEST Communications'
- 11 assets in the event of default by USWEST LD. USWEST Communications
- will continue to satisfy this Section 272 requirement for as long as it applies.
- 13 Section 272(b)(5) Transactions at Arms' Length, In Writing and Publicly
- 14 Available
- 15 Section 272(b)(5) requires that all transactions between USWEST
- 16 Communications and USWEST LD must be conducted at arms' length,
- 17 reduced to writing, and available for public inspection. The FCC has stated that
- 18 the purpose of this requirement is to determine that such transactions are
- 19 conducted in compliance with its accounting rules.
- 20 All services provided by U S WEST Communications to U S WEST LD are either
- 21 tariffed services or are provided under separate contract. Tariffed services have

1 always been a matter of public record. All other contracts are also available for 2 public inspection. 3 U S WEST LD does not currently obtain tariffed special and switched access 4 services from USWEST Communications. However, when it is granted 5 approval under Section 271, USWEST LD will be required to obtain such 6 services under the same terms and conditions as unaffiliated interexchange 7 carriers. To meet the "arms' length" requirement, U S WEST will place orders for 8 these tariffed services in the same manner as other interexchange carriers, and 9 those orders will be processed by the Interexchange Carrier Service Center 10 ("ICSC") in a nondiscriminatory manner. Consistent with the treatment of other interexchange carriers, the ICSC has assigned account representatives to 11 12 U S WEST LD. 13 Other tariffed services, such as retail telephone services, already meet the arms' 14 length requirement. These services are provided and billed to US WEST LD 15 through the same processes, the same billing system, and at the same tariffed 16 rates as for non-affiliated telecommunications customers. For example, in order 17 to obtain business exchange lines for internal use by its employees, US WEST 18 LD must work through an account manager in Business & Government Solutions 19 ("BGS"). BGS is the large business retail marketing organization for U S WEST. 20 When ordering service from BGS, USWEST LD is subject to the same 21 treatment as any other large business customer, including unaffiliated 22 interexchange carriers, for the provision of retail telecommunications services.

1 Processes are also established so that USWEST LD purchases non-tariffed 2 products, services, facilities and information under contract. Such transactions 3 are documented in stand-alone agreements or "umbrella" services agreements. 4 The MSA, attached as Exhibit TKM-1, governs services that USWEST 5 Communications provides to U S WEST LD. The Services Agreement ("SA") is 6 for services that USWEST LD provides to USWEST Communications. 7 Associated Work Orders and Task Orders represent specific transactions 8 provided under these contracts and contain rates, terms and conditions. 9 Business unit affiliate managers are responsible for administration and billing of 10 services contained in these agreements. In addition, US WEST Communications and US WEST LD have entered into 11 12 stand alone agreements such as the Billing and Collections and "Your Bill" 13 contracts, attached as Exhibits TKM-2 and TKM-3. All current agreements, contracts, Work Orders and Task Orders are available 14 15 for public inspection and posted on the Internet as required at the USWEST 16 Internet Home Page at http://www.uswest.com/com/insideusw/policy/, the 17 contents of which are intended to be a part of this record. Past transactions, 18 including tariffed services and asset transfers are also summarized and posted in 19 sufficient detail to determine compliance with the FCC's accounting rules. 20 In summary, U S WEST Communications and U S WEST LD comply with the 21 provisions of Section 272(b). They operate independently in compliance with the

Non-Accounting Safeguards Order, CC Docket 96-149; maintain separate books

22

- 1 and records; have separate officers, directors and employees; and obtain debt
- 2 financing independently. U S WEST Communications is also in compliance with
- 3 the FCC's requirements for affiliate transactions. The transactions between
- 4 US WEST Communications and US WEST LD are tariffed and/or represented
- 5 by contracts that are made publicly available. These contracts are accounted for
- 6 in compliance with FCC rules as described in Part 32, section 32.27, and the
- 7 Accounting Safeguards Order, CC Docket 96-150.
- 8 Section 272(c) Nondiscrimination Safeguards
- 9 Section 272(c) requires U S WEST Communications to treat U S WEST LD the
- same way that it treats other interexchange carriers. Section 272(c)(1) prohibits
- 11 USWEST Communications from discriminating between USWEST LD and
- 12 any other entity in the provision or procurement of goods, services, facilities, and
- information, or in the establishment of standards.
- 14 U S WEST Communications is committed to providing its services to U S WEST
- 15 LD on a nondiscriminatory basis. To ensure that U S WEST LD's access is on
- 16 an equal basis, it is required to contact its ICSC account representatives to
- 17 obtain services available to every interexchange carrier. Services provided to
- 18 US WEST LD are extended to nonaffiliated interexchange carriers under the
- 19 same terms and conditions, and at the same rates. For example, provision of
- 20 services to U S WEST LD such as Billing and Collections have been based upon
- 21 standard offerings of those same services to unaffiliated interexchange carriers
- 22 since long before U S WEST LD existed.

U S WEST LD does not currently have access to U S WEST Communications' 1 Operation Support Systems ("OSS"). These systems are used to support local 2 3 retail efforts (e.g., ordering and pre-ordering interfaces, repair and maintenance. 4 etc.) related to local exchange services, and are available only to Competitive 5 Local Exchange Carriers ("CLECs"). Since U S WEST LD is not a CLEC, it does not have access to U S WEST Communications' OSSs. If U S WEST LD were 6 7 to obtain CLEC status some time in the future, U S WEST Communications 8 would require it to access OSS interfaces in the same manner as other CLECs. 9 This would be in keeping with U S WEST Communications' current practice. 10 which requires U S WEST LD to access services through its ICSC account 11 representatives. 12 As described above, retail telecommunications services are provided at tariffed 13 rates and are obtained through a BGS account manager in U S WEST's retail 14 marketing organization. Through this process, U S WEST LD receives the same 15 treatment as any other large business customer, including unaffiliated 16 interexchange carriers, for the provision of retail telecommunications services. 17 Each non-tariffed service available to US WEST LD is reduced to writing in a stand-alone contract or MSA and associated Work Order. These agreements 18 19 are available for public inspection of the US WEST Internet Home Page site at 20 http://www.uswest.com/com/insideusw/policy. With the exception of joint 21 marketing services, which will not be subject to nondiscrimination, these services 22 are also available to unaffiliated entities under the same terms, conditions and at

- 1 the same rates. All future transactions will also be reduced to writing and made
- 2 available on the U S WEST Internet Home Page site.
- 3 US WEST Communications has not previously offered services such as payroll.
- 4 human resources, or accounts payable outside the corporate family. However,
- 5 US WEST Communications is prepared to offer these, and any other services it
- 6 offers to USWEST LD, on a nondiscriminatory basis as required by Section
- 7 272(c)(1).
- 8 Section 272(c)(2) requires USWEST Communications to account for all
- 9 transactions with USWEST LD in accordance with accounting principles
- 10 designated or approved by the FCC. U S WEST Communications complies with
- 11 this requirement for all transactions with U S WEST LD, including joint marketing
- 12 services.
- 13 US WEST Communications' books are kept in compliance with GAAP and
- 14 regulatory accounting rules as required by the FCC. Affiliate transactions are
- 15 recorded in compliance with Part 32, Uniform System of Accounts for
- 16 Telecommunications Companies, specifically the Affiliate Transactions rules of
- 17 Section 32.27, and Part 64, Subpart 1, Allocation of Cost as modified by the FCC
- in CC Docket 96-150, the Accounting Safeguards Order.
- 19 The FCC has promulgated affiliate transactions rules under the Accounting
- 20 Safeguards Order, which apply the following valuation hierarchy to US WEST
- 21 Communications' transactions with U S WEST LD: 1) tariff rates apply to tariffed
- 22 services; 2) for non-tariffed services, Prevailing Company Price ("PCP") is

presumed for services subject to the nondiscrimination rules of Section 272 1 2 because rates must be made available to both U S WEST LD and third parties 3 on similar terms; and 3) services that are neither tariffed nor offered at PCP are 4 valued at fully distributed cost or fair market value, whichever is higher for 5 services provided to USWEST LD by USWEST Communications, and 6 whichever is lower for services provided to USWEST Communications by 7 U S WEST LD. During 1997, U S WEST Communications engaged the services 8 of the independent accounting firm of Arthur Andersen, L.L.C. to conduct studies 9 to determine fair market values for comparison purposes for services that it 10 provided to its affiliates. U S WEST Communications files reports publicly via the FCC's Automatic 11 12 Reporting and Management Information Systems ("ARMIS") each year. The 13 opinion of US WEST Communications' auditor, Arthur Andersen, which is filed 14 with the ARMIS Report 43-03, the Joint Cost Report, certifies that USWEST 15 Communications complies with GAAP and the FCC accounting rules. 16 Additionally, U S WEST, Inc. files a 10K report with the Securities and Exchange 17 Commission each year. U S WEST Communications' Part 64 Cost Allocation 18 Manual is also filed with the FCC annually. These filings and audit help to 19 ensure that USWEST Communications accounts for all transactions in 20 accordance with the accounting principles approved by the FCC.

21 Section 272(d) - Biennial Audit

1 Section 272(d) requires that U S WEST Communications obtain and pay for a 2 joint Federal/State audit every two years. An independent auditor must 3 determine whether the company has complied with the requirements of Section 4 272 and the regulations promulgated under Section 272. In particular, the audit 5 is intended to determine whether the company has complied with the separate 6 accounting requirements of Section 272(b). 7 The FCC has chosen to fulfill the audit requirement by selecting a type of audit 8 known in the accounting industry as an "agreed-upon-procedures" audit. 9 Although the model or framework for such an audit has been selected, it will still 10 be up to the joint Federal/State biennial audit oversight team to determine the 11 exact scope of each particular audit conducted for each particular BOC. 12 The first biennial audit will be conducted 12 months after USWEST 13 Communications receives its first Section 271 approval. 14 Communications will engage an independent auditor to conduct the biennial 15 audit according to the audit requirements agreed upon by the Federal/State 16 biennial audit oversight team. As is U S WEST Communications' practice, it will 17 cooperate to the fullest extent possible in providing any data necessary to assist 18 the auditor in accomplishing its objective. The results of the audits will be 19 provided to the FCC and state regulatory commissions as required. 20 The auditor, the FCC and the Arizona Corporation Commission will have access 21 to the financial accounts and records of USWEST Communications and 22 U S WEST LD as necessary to verify that all transactions conducted between

- 1 them are appropriate under the specific requirements of Section 272. The FCC
- 2 and the Commission will have access to the working papers and supporting
- 3 materials of the auditor who performs the audit with appropriate protection for
- 4 proprietary information.
- 5 Section 272(e) Fulfillment of Certain Requests
- 6 Section 272(e)(1) provides for nondiscriminatory provision of telephone
- 7 exchange service and exchange access for unaffiliated entities.
- 8 Section 272(e)(2) prohibits USWEST Communications from providing any
- 9 facilities, services, or information concerning its provision of exchange access to
- 10 U S WEST LD unless such facilities, services, or information are made available
- 11 to other providers of interLATA services in that area under the same terms and
- 12 conditions.
- 13 Section 272(e)(3) requires U S WEST Communications to charge U S WEST
- 14 LD, or impute to itself, rates for telephone exchange service and exchange
- 15 access that are no less than the amount that would be charged to any
- 16 unaffiliated interexchange carrier for such service.
- 17 Section 272(e)(4) allows U S WEST Communications to provide interLATA or
- 18 intraLATA facilities or service to U S WEST LD only if such services or facilities
- 19 are made available to all carriers at the same rate and under the same terms
- 20 and conditions.
- 21 USWEST Communications does not and will not discriminate in favor of
- 22 U S WEST LD in the provision of telephone exchange service or exchange

1 access. U S WEST LD does not currently obtain special and switched access 2 services from USWEST Communications. Upon obtaining Section 271 3 approval in the state of Arizona, U S WEST LD will be required to obtain such 4 services under the same tariffed terms and conditions as are available to 5 unaffiliated interexchange carriers. U S WEST LD will contact its carrier account 6 representative for these tariffed services through the use of the same procedures 7 that are available to other interexchange carriers. Orders will be processed by 8 the ICSC in a nondiscriminatory manner. 9 Other tariffed telephone exchange services are provided and billed to U S WEST LD through the same processes, the same billing system, and at the same 10 11 tariffed rates as those used for nonaffiliated telecommunications customers. 12 This ensures that US WEST LD receives the same treatment, the same due 13 date intervals, and the same rates as any other customer, including unaffiliated 14 interexchange carriers, for the provision of retail telecommunications services. 15 Section 272(f) - Sunset 16 Section 272(f)(1) provides sunset provisions for manufacturing and long 17 distance. It requires that the provisions of Section 272 (other than subsection 18 (e)) shall cease to apply three years after the date that USWEST 19 Communications or U S WEST LD is authorized to provide interLATA services,

unless the FCC extends the period by rule or order.

20

- 1 Section 272(f)(2) provides sunset provisions for interLATA information services
- 2 of US WEST Communications four years after the enactment of the Act, unless
- 3 the FCC extends the period by rule or order.
- 4 Section 272(f)(3) preserves the authority of the FCC to prescribe safeguards
- 5 consistent with the public interest, convenience, and necessity under any other
- 6 section of the Act.
- 7 US WEST Communications will adhere to the requirements of Section 272(f) of
- 8 the Act until those provisions have expired.
- 9 Section 272(g) Joint Marketing
- 10 Section 272(g)(1) prohibits U S WEST LD from marketing or selling telephone
- 11 exchange services of USWEST Communications except under the same
- 12 conditions as are available to other similarly situated entities. USWEST LD
- 13 does not and will not market telephone exchange services unless U S WEST
- 14 Communications permits other entities offering the same or similar service to
- 15 market and sell its telephone exchange services.
- 16 Section 272(g)(2) prohibits U S WEST Communications from marketing or
- 17 selling interLATA services provided by USWEST LD within Arizona until
- 18 U S WEST LD is authorized to provide interLATA services in Arizona. However.
- 19 it is critical to recognize that once U S WEST Communications obtains Section
- 20 271 approval, US WEST Communications and US WEST LD may jointly
- 21 market services without regard to the nondiscrimination provision of Section
- 22 272(c).

U S WEST Communications and U S WEST LD may jointly market out-of-region 1 2 interLATA services that U S WEST LD is already allowed to provide. In addition, 3 they may join together in teaming arrangements with unaffiliated entities so long 4 as those are pursued on a nondiscriminatory basis. 5 U S WEST Communications does not currently market or sell interLATA services 6 in-region, and will not until U S WEST LD is authorized to provide such services 7 under Section 271. When permitted, USWEST Communications and 8 U S WEST LD will join in the marketing and selling of interLATA services 9 pursuant to arms' length agreements, reduced to writing, available for public 10 inspection, and accounted for in accordance with the then effective rules 11 required by the FCC. 12 U S WEST Communications understands the requirements of Section 272(g) 13 and will be prepared to adopt appropriate joint marketing methodologies when 14 U S WEST LD is authorized to provide in-region interLATA services. U S WEST 15 Communications' current marketing activities, as well as its future plans for joint 16 marketing with US WEST LD will allow it to demonstrate to the FCC its ability 17 and intention to comply with the joint marketing rules. 18 Section 272(h) - Transition 19 Section 272(h) gave U S WEST Communications one year from the date of

enactment of the Act to comply with the requirements of Section 272. This

transition period was provided in the event that U S WEST Communications was

engaged, at that time, in interLATA information or interLATA long distance

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- 1 services, as well as manufacturing. This section of the Act does not apply to
- 2 US WEST Communications, as it was not engaged in any of these activities in
- 3 February 1996.

4 Employee Education and Training

- 5 As USWEST Communications has instituted processes to ensure that
- 6 US WEST will conduct business subject to the provision of Section 272, it has
- 7 continued to inform and educate employees about those process changes, as
- 8 well as the Act and related FCC Orders.
- 9 Each year all employees are required to undergo compliance training and
- 10 testing, and to certify their understanding of and compliance with company
- 11 policies including regulatory requirements. This annual compliance training
- includes modules on affiliate transactions, the requirements under Section 272.
- 13 the Accounting Safeguards Order, Part 64, and other affiliate policies. See
- 14 Exhibit TKM-4.
- 15 During 1998, U.S. WEST Communications began implementing an education
- 16 plan specifically targeted at increasing employee awareness and understanding
- 17 of Section 272 requirements. The plan includes placing articles in employee
- 18 bulletins, sending e-mail notices for all employees, and holding face-to-face
- 19 meetings with impacted groups.
- 20 In addition, for employees involved in the processing of affiliate transactions,
- 21 training manuals (i.e., Methods for Affiliate Transactions) have been updated and
- training conferences held that focus specifically on the compliance requirements

- 1 related to Section 272 and CC Docket 96-150. U S WEST Communications will
- 2 continue in 1999 to work toward ensuring that, once Section 271 approval is
- 3 obtained, business with USWEST LD will be conducted in compliance with
- 4 Section 272.

5 Conclusion

- 6 The FCC's stated purpose in developing a record regarding Section 272 in
- 7 US WEST's Section 271 application is to review past and present practices in
- 8 order to make a predictive judgment regarding future behavior. By showing in
- 9 this proceeding that it is prepared to conduct business subject to the rules of
- 10 Section 272, U S WEST has met this requirement.
- 11 U S WEST Communications has demonstrated that it understands its obligations
- 12 under Section 272. In addition, U S WEST Communications has demonstrated
- 13 for each enumerated requirement that it is in position, upon approval by the
- 14 Commission for U S WEST to offer originating interLATA services in Arizona, to
- 15 satisfy the requirements of Section 272.
- 16 This concludes my affidavit.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF US WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

EXHIBITS OF

TERESA K. MILLION

U S WEST COMMUNICATIONS

MARCH 25, 1999

INDEX OF EXHIBITS

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Master Services Agreement	TKM-1
Billing and Collection Agreement	TKM-2
"Your Bill" Agreement	TKM-3
Annual Compliance Training, Section 272 and Docket 96-150	TKM-4

Arizona Corporation Commission U S WEST Communications - TKM-1 Exhibits of Teresa K. Million March 25, 1999

Master Services Agreement

AMENDMENT 3

This is Amendment 3 to the Master Services Agreement, Agreement Number AR96001 ("Agreement"), between U S WEST Communications, Inc. ("USWC") and U S WEST Long Distance, Inc. ("USWLD"), formerly U S WEST Communications Systems Corporation, dated April 1, 1996.

RECITALS

USWC and USWLD entered into that certain Agreement for Services Number AR96001 dated April 1, 1996 as amended by Amendment Number 1 dated July 1, 1996, as amended by Amendment Number 2 dated April 3, 1998, and USWC and USWLD wish to Amend the Agreement under the terms and conditions contained herein.

The following Agreement shall replace the previous Agreement in its entirety. All existing work orders shall be incorporated under this Agreement.

MASTER SERVICES AGREEMENT

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

U S WEST LONG DISTANCE, INC.

MASTER SERVICES AGREEMENT

U S WEST COMMUNICATIONS, INC.

AND

U S WEST LONG DISTANCE, INC.

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MASTER SERVICES AGREEMENT

U S WEST COMUNICATIONS, INC.

AND

U S WEST LONG DISTANCE, INC.

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MASTER SERVICES AGREEMENT

U S WEST COMMUNICATIONS, INC. AND U S WEST LONG DISTANCE, INC.

THIS AGREEMENT is made as of the first day of April 1996, by and

Between: U S WEST Communications, Inc. (hereinafter USWC)

And: U S WEST Long Distance, Inc. (hereinafter USWLD).

The parties agree as follows:

Article 1 DESCRIPTION OF SERVICES

- A. USWC shall provide services ("Services") to USWLD as set forth in the attached Exhibits (incorporated herein by this reference). The Exhibits describe Services that USWC may provide to USWLD upon request by USWLD. Such requests for Services shall be specified and documented on a Work Order (incorporated herein as Exhibit P), and include at a minimum the following information:
 - Description/Location of Service/s Requested
 - Dates of Commencement and Completion of Service/s Requested
 - Deliverables, Performance Standards, Special Conditions
 - Units and Price per Unit for Requested Service/s
 - Costing Methodology

USWC may require additional information as it deems necessary for the provision, tracking, and billing of Services.

- B. The parties shall comply with the U S WEST Technology Fair Compensation Policy when Services requested include technical information, software, inventions, functional specifications, and other researched or developed products or Services.
- C. In the event of any conflict between the general terms and conditions of this Agreement and the special terms and conditions contained in the Exhibits, the special terms and conditions shall prevail.

Article 2 TERM

This Agreement shall become effective as of April 1, 1996 and will remain in full force and effect until either party provides sixty (60) calendar days written notice of termination to the other party. The parties agree to undertake a review of the contract every twenty-four months. If this Agreement is terminated prior to the completion of any Services, USWLD shall pay for all charges billed and owing to USWC for Services performed up to and including the date of termination, provided Services performed are in accordance with the terms and conditions of this Agreement. USWC shall complete any such work in progress prior to the termination of the Agreement, and USWC shall perform such services in accordance with the terms and conditions of this Agreement.

Article 3 COMPENSATION

Services provided by USWC shall be priced consistent with FCC rules and regulations concerning transactions between USWC and its affiliates. Where USWC reasonably deems it necessary in order to comply with such rules and regulations, USWC reserves the right to revise prices, provided that revisions occur no more than semi-annually. If applicable, USWLD and USWC agree to any necessary true-up compensation (bill or credit) which may result from such necessary price revisions. Upon request by USWLD, USWC agrees to provide supporting information to substantiate any such price revisions, the reasons therefore and any resulting true-up.

Article 4 BILLING

- A. USWC shall submit invoices to USWLD for Services provided in accordance with the terms and conditions of this Agreement on a monthly basis unless otherwise specified in the Work Order. USWLD shall notify USWC of the address to which invoices are to be sent.
- B. Invoices shall include the following billing information as a minimum:
 - 1. Invoice number
 - 2. Payment due date
 - 3. Date of Service
 - 4. Description of charges
 - 5. Applicable taxes
 - 6. Total charge
- C. The bill recipient is responsible for recording the obligation upon receipt of the invoice WITHOUT REGARD TO ACCEPTANCE unless the billing has been billed to the wrong entity. Once the payable has been recorded, the bill recipient may withhold cash payment of the invoice for disputed items only. Formal disputes must be initiated with the billing company contact no later than sixty (60) days from receipt of the invoice. Any amount billed and uncontested as of the 60th day from receipt of the invoice shall be construed to be a proper charge to the bill recipient.

Interest should not be accrued on cash payments withheld by the bill recipient for disputed amounts during the period of the dispute. However, in order to discourage withholding of payments without due cause, if any portion of the disputed amount is resolved in favor of the billing company, interest shall be accrued from thirty (30) days after payment was due until the amount owed is paid. If the dispute is resolved in favor of the bill recipient, the billing company shall issue a credit to the bill recipient for the full amount. Payment of invoiced amounts that are undisputed or uncontested shall be remitted in full within thirty (30) calendar days after receipt of the invoice. Payment shall be sent to the address indicated on the invoice. Invoiced amounts not paid by the effective payment due date may be assessed interest on any outstanding balance until the amount is paid in full. Interest shall be accrued at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. Such interest shall be reflected on the invoice issued the month after the payment is deemed to be past due.

- D. The billing company shall have sixty (60) days from formal notification of the dispute to respond to the dispute.
- E. It is the responsibility of each affiliate to effectively communicate and resolve these disputes. If necessary, the issue in dispute should be escalated to the highest level required in order to achieve resolution within the allotted time frame. If all of this fails, refer the matter to the Directors of Technical Accounting at U S WEST, Inc. and at USWC, or their respective designees, for a ruling. Should such efforts prove ineffective, U S WEST, Inc. will, if asked, mediate the issue after a review of the related substantiating documentation. The matter may also be referred for mediation by an external party if both companies have agreed in writing to this type of mediation. (See Article 20 Dispute Resolution.)
- F. The billing company may not render a bill for services more than ninety (90) days after those services have been provided unless both companies have agreed in advance to a longer billing period.

Article 5 DEFAULT OR BREACH

In the event of a material breach of any of the terms of this Agreement, the aggrieved party shall give the other party written notice of such breach and request cure within thirty (30) calendar days from notice receipt as provided herein. If the described breach is not cured within the thirty (30) calendar day period, then this Agreement may, upon written notice, be terminated immediately without charge or liability, except for work performed by USWC and costs incurred by USWLD under this Agreement up until the date of termination.

Article 6 INDEPENDENT CONTRACTOR

USWC hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of USWLD; that USWC does not have the authority to act for USWLD or to bind USWLD in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of USWLD; that any persons provided by USWC shall be solely the employees or agents of USWC under its sole and exclusive direction and control. USWC and its employees or agents are not entitled to USWLD's unemployment insurance benefits as a result of performing under this Agreement. USWC shall be solely responsible for all matters relating to payment of its employees and agents, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state and local, rules and regulations. USWC shall indemnify and hold USWLD harmless from any causes of action arising out of USWC's liability to its employees or agents.

Article 7 PROPRIETARY INFORMATION

Solely for the purposes of providing Services under this Agreement, each party grants to the other a nonexclusive, nontransferable license to use information provided by the other. Neither party shall publish, circulate, or otherwise distribute or disclose any such information that is marked proprietary or confidential to any third party other than its affiliates and its consultants who have executed a confidentiality agreement as described in (1) below unless and until (1) the original disclosing party has consented to such disclosure and such third party executes a confidentiality agreement containing terms substantially similar to the ones contained in this Agreement, (2) such information has come into the public domain through no fault of USWLD or USWC, (3) such information is otherwise in the possession of USWLD or USWC free of any obligation of confidentiality, or (4) such party is required to do so by regulatory mandate.

Any third party information provided by USWLD or USWC to the other party shall be deemed USWLD or USWC information according to its source and shall be treated accordingly. If such information is subject to a separate agreement with a third party, the party receiving information agrees to hold and use the information in strict accordance with the separate agreement, provided it has knowledge of the separate agreement, unless otherwise instructed in writing by the party providing the information.

Article 8 WARRANTY

Services shall be performed in a professional manner, consistent with industry standards, and meet the satisfaction of USWLD. USWLD reserves the right to inspect Services at any time prior to acceptance. USWC warrants that the Services will be provided free from defects in performance, will conform to all specifications described in Exhibit P, and will be fit and sufficient for the purposes expressed in, or reasonably inferred from this Agreement.

Article 9 INDEMNIFICATION

- A. USWC shall indemnify and hold harmless USWLD, its owners, parents, subsidiaries, affiliates, agents, directors and employees against all Liabilities to the extent they arise from or in connection with: (1) the fault or negligence of USWC, its officers, employees, agents, subcontractors and/or representatives; and/or (2) the furnishing, performance or use of any Services under this Agreement or any product liability claims relating to any Services; and/or (3) failure by USWC, its officers, employees, agents, subcontractors and/or representatives to comply with the Article entitled "Compliance with Laws;" and/or (4) assertions under workers' compensation or similar employee benefit acts by USWC or its employees, agents, subcontractors, or subcontractors' employees or agents.
- B. USWLD shall indemnify and hold harmless USWC, its owners, parents, subsidiaries, affiliates, agents, directors and employees against all Liabilities to the extent they arise from or in connection with: (1) the fault or negligence of USWLD its officers, employees, agents, subcontractors and/or representatives; and/or (2) the furnishing, performance or use of any Services under this Agreement or any product liability claims relating to any Services; and/or (3) failure by USWLD, its officers, employees, agents, subcontractors and/or representatives to comply with the Article entitled "Compliance with Laws," and/or (4) assertions under workers' compensation or similar employee benefit acts by USWLD or its employees, agents, subcontractors, or subcontractors' employees or agents.

Article 10 LIMITATION OF LIABILITY

Neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and loss profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement. Notwithstanding the foregoing, the parties are liable in accordance with the provisions of this Agreement and this limitation of liability shall not apply to the indemnification obligations under this Agreement.

Article 11 FORCE MAJEURE

Except for the payment for Services already rendered, neither party shall be held responsible for delays or failures caused by fires; strikes or similar labor difficulties; embargoes; acts of the legislative, administrative, executive, or judicial branches of government after the date hereof; regulatory requirements promulgated after the date hereof; civil or military authorities; acts of the elements; the public enemy; or other similar causes beyond its control.

In connection with this Agreement, the parties acknowledge that USWC is a common carrier, obligated to perform certain services in the event of a national disaster. Both parties agree that USWC may suspend normal functions under this Agreement and perform such functions necessitated by the national disaster to recover or restore telecommunications services as required by law. Rates and charges shall be adjusted with the consent of both parties to reflect actual usage once the national emergency has passed. USWC may require designated USWLD personnel to attend occasional emergency preparedness training sessions and such attendance shall not be unreasonably denied by USWLD.

Article 12 INSURANCE

Both parties shall obtain and maintain insurance with coverage or limits consistent with U S WEST, Inc. practices and policies. Such insurance shall be commensurate with the type and/or amount of Service performed under this Agreement and the cost for such insurance shall be borne by the party performing the Service.

Either party may provide some or all of the insurance coverage required above through self-insurance in a manner consistent with U S WEST, Inc. practices and policies.

Each party shall also require its subcontractors, if any, to maintain appropriate levels of insurance and agrees to furnish the other party with certificates or adequate proof of such insurance, if requested. Either party may consult with U S WEST, Inc. - Risk Management for an evaluation of the appropriate insurance for subcontractors.

Article 13 WAIVER

The failure of either party to exercise any right shall not be construed to be a waiver unless agreed upon in writing. A waiver in any one instance will not constitute an amendment to this Agreement or indicate any continued waiver of such right on any other occasion.

Article 14 REGULATORY SUPPORT

This agreement shall comply with all state statutes and regulations, and USWC shall bear the financial risk if it does not. The parties agree that to the extent USWC is under the regulation of federal or state agencies, USWLD will provide cooperation and support for USWC's response to regulatory inquiries or discovery requests concerning this Agreement or relationships derived from this Agreement.

Article 15 COMPLIANCE WITH LAWS

- A. The parties shall obtain and maintain at its own expense all permits and licenses and pay all fees required by law with respect to any Services and/or performance of this Agreement. The parties shall, in connection with performance of and Services under this Agreement, comply with all applicable federal, state, and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency orders ("Laws"), including, without limitation:
 - 1. The Telecommunications Act of 1996 and all rules, regulations and orders issued in connection with that Act and this Agreement shall, to the greatest extent possible, be construed to be consistent with the same.
 - 2. Laws relating to non-discrimination in employment, fair employment practices, equal employment opportunity, employment opportunities for veterans, non-segregated facilities, and/or employment of the disabled, except to the extent a party is exempt therefrom; and the Laws and contract clauses required by those Laws to be made a part of this Agreement are incorporated herein by this reference.
 - The Laws referred to in the Article entitled "Independent Contractor".
- B. USWC acknowledges that Purchase(s) and/or Confidential Information ("Exports") may be subject to U.S. and applicable foreign export laws or regulations. USWC shall perform its obligations under this Agreement in a manner consistent with the requirements of all applicable U.S. and all applicable foreign laws and regulations, including the U.S. export laws and regulations, the Foreign Corrupt Practices Act, and anti-boycott laws, and U.S. export laws and regulations prohibiting the unauthorized export or re-export of certain items to residents of countries listed in U.S. Export Administration Regulations.
- C. The requirements of this Article shall survive the expiration, termination or cancellation of this Agreement. All provisions of this Article shall also apply to all subcontractors, and similar terms shall be included in all USWC's contracts with subcontractors.

Article 16 GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Colorado or such other state as agreed upon by the parties.

Article 17 AMENDMENTS

Amendments, modifications, additional exhibits, and supplements to this Agreement will be enforceable provided (1) they shall be in writing, shall reference this Agreement, and shall be signed by an authorized representative of each party, and, (2) unless otherwise expressly stated, they shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, additional exhibit, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, supplements, and additional exhibits made in accordance herewith.

Article 18 NOTICES

Where written notices, demands, or other communications are required under this Agreement, they shall be deemed duly given when made in writing and delivered to the other party's address listed below. Addresses may be changed by written notice to the other party. Notices shall be delivered by hand, overnight courier service or certified mail, return receipt requested. Notification will be deemed to have taken place upon delivery, if delivery is by hand, overnight courier service or five (5) calendar days after posting if sent by certified mail.

(USWLD)

(USWC)

U S WEST Long Distance, Inc. Attention: Contract Manager 1801 California Street, Room 2800 Denver, CO 80202 U S WEST Communications, Inc. Attention: Contract Representative Contract Development & Services 188 Inverness Drive West, Suite 600 Englewood, CO 80112

Article 19 CONTRACT ADMINISTRATION

- A. Each party shall appoint a Contract Manager who shall be responsible for the management of the relationship between the parties. Interpretations, amendments, negotiations, modifications, requests for audits and/or examinations relating to this Agreement shall be initiated and managed by the Contract Managers.
- B. USWC shall appoint Contract Administrators for the Services offered in the specific Exhibits to this Agreement. The Contract Administrator shall be responsible to oversee that the services are provided as specified in the Exhibit, initiate billing and monitor payment and provide further information regarding the Service and/or billing if USWLD requests. The Contract Administrator shall resolve such inquiries within thirty (30) days.

C. If the Contract Administrator is unable to provide sufficient information to USWLD regarding the Services delivered and/or the amounts invoiced, the parties will notify their respective Contract Managers and Dispute Resolution procedures will be initiated.

Article 20 DISPUTE RESOLUTION

- A. Any claim, controversy or dispute which arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") which the parties are unable to settle through consultation and negotiation may be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute which cannot be resolved through negotiation or mediation shall be resolved by binding arbitration as provided in this Article. The arbitrability of claims shall be determined under the Federal Arbitration Act, 9 USC Secs. 1-16. Notwithstanding the foregoing, the parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.
- B. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of this Agreement and the matter in Dispute, shall conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in Denver, Colorado, and all expedited procedures prescribed by the AAA rules shall apply. The laws of Colorado shall govern the construction and interpretation of this Agreement. The arbitrator's decision and award shall be final, conclusive and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- C. Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the mediator and arbitrator.
- D. If any party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and another party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.
- E. USWC agrees that in the event of any Dispute between the parties, it will continue to provide Services without interruption.

Article 21 NON-EXCLUSIVE AGREEMENT

It is expressly understood and agreed that this Agreement does not grant to USWC any exclusive privileges or rights and USWLD may contract with other suppliers for the procurement of comparable Services. Except as specifically identified in a Work Order, USWLD makes no guarantee or commitment for any minimum or maximum amount of Services hereunder.

Article 22 ASSIGNMENT

This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign or delegate this Agreement and/or any of its rights and obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any such attempted assignment shall be void. However, either party may assign this Agreement and delegate any of its rights and/or obligations hereunder to its parents, subsidiaries, subsidiaries of its parents, or other affiliates, without the consent of the other party. Any assignment of amounts payable is void to the extent that it attempts to impose on USWLD obligations to the assignee, or to preclude USWLD from dealing solely and directly with USWC in all matters under this Agreement.

Article 23 SUBCONTRACTORS

Each party will be responsible for the proper performance of any subcontractor it hires which may be used to assist in the performance of Services; however, neither party will subcontract any work without the other party's prior written consent, which shall not be unreasonably withheld.

Article 24 SURVIVAL

All obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination.

Article 25 RIGHTS UPON ORDERLY TERMINATION

Upon termination or other expiration of this Agreement or any portion of the Services hereunder, each party shall return the other party's papers, material, and properties upon request and as specified in this Agreement. In addition, each party will assist the other in the orderly termination of this Agreement or any portion of this Agreement.

Article 26 RECORDS AND AUDITS

USWLD or its authorized representative shall have the right to audit USWC's books and records which relate to performance obligations under this Agreement and the charges billed for Services rendered hereunder, including, but not limited to, wage rates, details of expenses incurred and time records, provided such audits are conducted during normal business hours and USWC is given thirty (30) calendar days written notice. Such books and records shall be kept in a timely and accurate manner and in accordance with Generally Accepted Accounting Principles (GAAP).

Article 27 ENTIRE AGREEMENT

This Agreement, including its Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements, representations, negotiations, statements or proposals related to the subject hereof.

Article 28 HEADINGS NOT CONTROLLING

The headings of sections and clauses are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Article 29 THIRD-PARTY BENEFICIARY

Nothing in this Agreement is intended to create any rights in a third-party beneficiary.

Article 30 AFFILIATE

For purposes of this Agreement, ("Affiliate") means any entity which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with one of the parties hereto. For the purpose of this Agreement, "control" means (i) in the case of corporate entities, direct or indirect ownership of more than ten percent, and (ii) in the case of non-corporate entities, direct or indirect ownership of more than ten percent.

Article 31 SEVERABILITY

Any term or provision of this Agreement which is held to be invalid, void, unenforceable or illegal will in no way affect, impair or invalidate the remaining terms or provisions, which will remain in full force and effect, consistent with the original intent of the parties. However, if such provision is an essential element of the Agreement, the parties shall promptly attempt to negotiate a substitute therefore.

Article 32 CANCELLATION FOR DEFAULT

Either party may cancel this Agreement and/or any Order(s), in whole or part, without liability, by giving written notice of breach or default if the other (1) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing; or makes a general assignment for the benefit of creditors; or if a receiver is appointed for substantially all of its property; or (2) materially breaches or defaults on its obligations under this Agreement and, if the breach or default can be cured, fails to cure the breach or default within thirty (30) days after receipt of written notice to cure; or (3) commits breaches on obligations other than payment, repetitively, or at least three separate significant times within any four-month period. Customer may cancel any Order(s) in whole or in part, without liability, if USWC fails to Deliver conforming Services under that Order on time.

If Services are being provided, USWLD shall have the right to take over and complete the Services at USWC's expense.

If USWLD cancels this Agreement and/or any Order(s) for USWC's default or breach, it shall be entitled to recover from USWC all losses, damages and expenses incurred as a result of USWC's default or breach. USWC shall refund to USWLD amounts previously paid for Services which, due to such cancellation, cannot reasonably be used by USWLD, and shall bear all expenses for their removal and return. USWC shall, at USWLD's option, promptly remove Services or bear the cost of removal. USWC shall restore or bear the expenses of restoration of USWLD's property to its original condition at the direction of USWLD and refund to USWLD all monies previously paid for such Services.

If USWC cancels this Agreement and/or any Order(s) for USWLD's default or breach, it may recover from USWLD reasonable expenses incurred as a direct result of USWLD's default or breach, which shall not exceed the amounts which USWLD has not yet paid under the terms hereof. USWLD shall not be liable for incidental, consequential or indirect damages, including but not limited to lost profits or unallocated overhead.

Article 33 SEVERAL LIABILITY AND JOINT DISCOUNTS

The term USWC as used herein may be applicable to one or more parties and the singular shall include the plural. If more than one party is referred to as USWC herein, then their obligations and liabilities shall be several, not joint. Notwithstanding the foregoing, all Services under this Agreement and/or related agreements shall be cumulative for purposes of determining: (1) whether USWC has met any minimum purchase requirements; (2) credits which may be applicable; (3) USWC's forecasts; (4) the level of discount, if any, which shall apply to any Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

U S WEST Long Distance, Inc.	U S WEST Communications, Inc.
Signature	Signature
Name Printed or Typed	Name Printed or Typed
Title	Title
Date	Date

NETWORK SERVICES

U S WEST COMMUNICATIONS (USWC) shall provide Network Services (Services) to USWLD upon request, as long as the Services do not constitute performing, operating, installation, or maintenance functions associated with facilities that USWLD owns or leases from a provider other than USWC. These services include the following:

NETWORK PLANNING/ENGINEERING

Fundamental network and/or network systems planning and/or engineering.

Network services, wire center, support systems and interoffice facilities planning.

NETWORK CONSULTING/DESIGN/MISCELLANEOUS

Provision of project management to coordinate and attend meetings, prepare reports, etc. to ensure all aspects of services are being provided.

Product evaluation, product testing and quality analysis.

Consulting, as requested, of subject matter experts on a case by case basis.

USWC shall provide such Services, individually or collectively in accordance with FCC rules and regulations. The provision of such Services shall be mutually agreed upon.

HUMAN RESOURCES SERVICES

USWC shall provide Human Resources Services ("Services") to USWLD. These services include the following:

<u>Systems Support:</u> Provide information and subject matter expertise on <u>USWC's Human Resource systems</u>. Coordinate/develop and maintain programs. Revise and update programs. Develop programs to translate information into required format. Download data from one system(s) to another.

<u>Health Services</u>: Provide case management services related to employee sickness/accident disability and worker's compensation cases. Provide medical opinion regarding the pre-employment, transfer, and promotion processes.

Management Compensation: Provide assistance, advice and consultation in the following areas: job descriptions, job evaluations, salary structure and/or wage structure, incentive and bonus plans, performance appraisal process, technical and professional hierarchies.

Leadership Succession: Administer and maintain the U S WEST management succession plan and act as a resource to USWLD. Evaluate candidates, determine appropriate matches, and propose candidates for key positions in the corporation. Maintain administrative files on key candidates. Direct, administer and maintain the Accelerated Development Programs for USWLD. Facilitate movement of key candidates.

Management/Occupational Staffing: Obtain and process the best qualified candidate to fill USWLD's job openings. Develop and administer U S WEST Compensation Guidelines for Management new hires. Train recruiters and line managers on interviewing. Promote job tours, job orientation, and career fairs.

Interview, screen, and test potential candidates. Select qualified candidates. Analyze testing results to ensure reliable measurements of skills and/or abilities. Provide consultation and training to USWLD.

Qualify force surplus and transfer requests. Administer the processing of surplus and displaced employees. Provide counseling to surplus employees.

Education: Administration of the Tuition Assistance Plan.

<u>Diversity Strategies/Policies:</u> Administer the corporate guidelines that will include: policy/strategy/direction/counsel relevant to diversity. Develop and distribute compliance guidelines. Provide diversity development and administration.

<u>University Relations:</u> Provide for the hiring and placement of college new hires. Promote job tours, orientation and career fairs. Administer the internship program.

<u>Relocation:</u> Provide consultation to employees relocating as a result of company initiated moves. Act as liaison with outside vendors. Arrange for advances/reimbursements relating to moving expenses.

<u>Labor Relations</u>: Provide assistance, advice, and consultation in matters relating to Labor Relations. Act as bargaining agent on USWLD's behalf. Negotiate labor contracts between USWLD and the Union(s).

USWC shall provide such Services, individually or collectively, in accordance with FCC rules and regulations.

INFORMATION TECHNOLOGIES SERVICES

USWC shall provide to USWLD Information Systems Services (hereinafter individually or collectively "Services") as mutually agreed upon. All service requests will be pursuant to the service arrangement. These services include the following:

Consultation Services

USWC shall provide Consultation Services to USWLD as mutually agreed upon. Consulting Services may include activities such as:

1. Needs Analysis

2. Systems Design

Product Selection 3.

4. Contract Negotiations

5. Procurement

6. Vendor Management
7. Project Management
8. Planning

Project Management

В. Application Services

USWC shall provide Application Services to USWLD as mutually agreed upon. Application Services may include activities such as:

1. Design

Program Development/Testing

3. Application Service Bureaus

Development of Documentation

5. Maintenance

6. Enhancements

7. Training

8. End-User Help Functions

C. Data Communications Services

USWC shall make available data transmission facilities to or from USWC host systems except in those cases where such services are provided by USWLD.

Computer Operations

USWC shall provide the following Services related to the operation of Data Centers.

- End-User Computing
- 2. Mini-computer Operations
- 3. Data Center Operations
- Centralized Software Support
- 5. Application Service Bureaus

Miscellaneous Services

USWC shall provide miscellaneous services not categorized or defined above as requested by USWLD. Such services shall be provided solely at the discretion of USWC and may include activities which USWC currently provides internally in support of project mechanization requirements.

General

Prior to performance of Services included herein, USWLD shall request from USWC, on a per project basis, the specifics of the requested Services, price quotes and delivery schedules in accordance with Exhibit P, Work Order. In addition, USWLD shall complete and provide to USWC other USWC required forms to allow access to computer systems and/or for the provision of other Services. Such requests shall be signed by an authorized USWLD representative and will continue in full force and effect until written notification to cancel is provided by USWLD to USWC.

USWC shall, at its discretion, make computer systems available for access by USWLD during normal USWC working hours and those as specifically defined for the system(s) being accessed. Requests for such Services outside of the above time frames shall be negotiated and mutually agreed upon by the parties. Any equipment, such as terminals and/or data communications equipment required by USWLD to access USWC systems shall be acquired and installed at USWLD's expense and attached to USWC's systems only with prior approval from USWC.

Performance Standards

USWC shall provide Services under this Exhibit in accordance with the then existing methods and procedures of USWC or those specifically established by both parties to administer provision of Services as requested by USWLD.

Compensation

Direct expenses incurred on behalf of the USWLD for services provided to USWLD shall be tracked and billed in accordance with FCC rules and regulations. Such expenses may include, but not be limited to, supplies, training, travel, or other personal expenses related to travel. Such direct expenses shall be pre-approved by USWLD.

MARKETING SERVICES

USWC shall provide to USWLD, Marketing Services upon request. These services include the following:

- Identification of strategy and implementation of employee programs and event marketing including major customer promotions, trade shows and corporate sponsorships
- Identification, development, presentation, implementation and/or referral of sales opportunities to customers on behalf of USWLD
- Development of proposals, if needed
- Provision of tactical and strategic plans for existing and new USWLD products/services
- Identification, development and recommendation of sales plans for multimedia services to customers on behalf of USWLD
- Development, production and distribution of marketing promotional materials to customers on behalf of USWLD
- Product marketing for card services associated with launch activities including but not limited to, advertising, customer communication and feedback, product integration and vendor relationships
- Market Intelligence and Decision Support

USWC shall provide such ongoing services, individually or collectively, in accordance with FCC rules and regulations.

Exhibit E

FINANCE SERVICES

USWC shall provide Finance Services ("Services") to USWLD upon request. These services include the following:

Consulting, Staff Support, Policy Recommendations, Project Management, Technical/Professional Expertise

Accounting Services (may include functions such as: payroll, accounts payable, billing, tax, collections, asset tracking, budget preparation, etc.)

Miscellaneous Services (may include services not categorized or defined above as requested by USWLD and will be provided solely at the discretion of USWC and may include activities which USWC currently provides for itself)

USWC shall provide Services to USWLD in accordance with FCC rules and regulations.

ADMINISTRATIVE SERVICES/ OFFICE INFORMATION MANAGEMENT

The following Services are outsourced to Xerox Business Services (XBS) and billed back to USWLD from USWC through the affiliate billing process.

Document Reproduction

All copying, electronic printing, color copying and printing. Manage walk-up copiers and fax machines.

Document Distribution

Mail room, freight, mail metering and related services.

Graphics/Commercial Print
Creative type setting and desk top publishing.

Video Conferencing and Conference Rooms
Scheduling of conference rooms - video and audio.

Note: In January, 1999, Services outsourced to Xerox will be directly billed to USWLD and no longer billed through the affiliate process.

Exhibit H

Exhibit I

Exhibit J

Exhibit K

Exhibit L

<u>Exhibit M</u>

SECURITY SERVICES

USWC shall provide to USWLD Security Services (hereinafter "Services") upon request. These services include the following:

Investigating and handling USWLD employee irregularities and providing reports to the appropriate USWLD management regarding issues such as:

- U S WEST policy violations (e.g., U S WEST Code of Business Ethics and conduct, U S WEST Information Asset Protection Policy, U S WEST Drug and Alcohol Abuse Policy and Procedures, and any others not specifically mentioned)
- Acts of fraud, theft, vandalism, or other criminal activity against USWLD
- Acts, or threatened acts, of violence against other USWLD employees or damage to USWLD's property of other assets.

Serving as a liaison with law enforcement agencies and external attorneys in dealing with USWLD employee interviews or arrests, interacting in cases of theft, and coordinating other services generally related to interfacing with the above mentioned agencies and attorneys.

Responding to all legal process served on U S WEST by law enforcement agencies and other third parties for company transactional records, and assisting 911 dispatchers and law enforcement agencies in emergency situations in the 14 U S WEST states.

Consulting on, and aiding USWLD in, the development and implementation of local policies, standards, and procedures relating to:

- The U S WEST Code of Business Ethics and Conduct
- The U S WEST Information Asset Protection Policy (IAPP)
- The U S WEST Asset Protection Policy
- The U S WEST Confidentiality of Communications Policy
- The U S WEST Industrial Espionage Policy
- The 08-xx series of Computing Technology Policies, Standards and Procedures (formerly SMSes)
- The 12-05 series of Technical Policies, Standards and Processes
- Special events security
- Executive protection/key employee protection
- Workplace safety training
- Carrier support
- Hacker investigations and prevention
- Business continuity planning and development
- Any other security related information

Consulting on computer and information network and systems security, including risk assessments and recommendations involving:

- Vendor selection for PC and minicomputer security and access control systems
- Adequacy of existing security, access controls and audit trails for USWLD computer systems and networks
- Adequacy of environmental accommodations, power and communications sources, data archival practices, logical and physical access controls for USWLD computer systems and networks
- Adequacy of procedures and practices for handling, protecting and disposing of confidential information
- Adequacy of physical and administrative controls on the movement and return of U S WEST owned computer systems and other high value equipment and resources
- Adequacy of physical and administrative controls on the installation and use of computer software programs and products, and the protection of software against unauthorized copying or modification

Building security consulting, including risk assessments, area crime surveys and recommendations involving:

- Vendor selection for access control and electronic surveillance systems
- Adequacy of existing access control and electronic surveillance systems
- Adequacy of physical security and visitor control documentation and procedures
- Expert assistance in the development or upgrading of local physical security policies, standards and procedures

USWC shall provide such Services, individually or collectively, in accordance with FCC rules and regulations.

OFFICIAL TELECOMMUNICATIONS SERVICES

USWC shall provide Telephone Service to USWLD for official communications purposes in accordance with the provisions stated in USWC's tariffs.

WORK ORDER

This Work Order is issued pursuant to Ag dated the day of,19, Communications, Inc. and U S WEST Long D aforementioned Agreement, past due invoi and one-half percent per month. The par Work Order are as follows:	by and between U S WEST istance, Inc. As stated in the ces are subject to a late fee of one		
1. Description/Location of Service/s	requested:		
2. Dates of commencement and completion	on of Service/s requested:		
3. Deliverables, performance standard	s, special conditions:		
4. Units and price per unit for requested service/s (Include voucher loadings, forecasted usage, and estimated costs, if known.) Actual billing will be in accordance with FCC rules and regulations. Forecasted usage:			
5. Costing methodology Fully Distributed Cost Tariff Rate	Prevailing Company Price Fair Market Value		
U S WEST Communications, Inc.	U S WEST Long Distance, Inc,		
Ву	Ву		
Title	Title		
Date	Date		

Exhibit Q

Exhibit R



SALES OPERATIONS PLANNING AND CUSTOMER SERVICES

USWC shall provide to USWLD, upon request, Sales Operations Planning and Customer Services of USWLD products. These services include the following:

- Methods and Procedures (M&P's) development for various functional areas within USWLD. Includes M&P's for USWLD's product plans and systems requirements, i.e., calling plans, 1+, fraud methods, operator handled directory assistance, prepaid cards
- Training development for customer contact employees and individual sales channels
- Compensation plan development for sales personnel, including performance and tracking indicators
- Development and implementation of customer service and sales processes
- Other miscellaneous sales operations activities associated with long distance services.

USWLD shall pay USWC for such services in accordance with FCC rules and regulations concerning transactions between USWC and its affiliates.

Agreement No. AR96001 Exhibit T Page 1 of 1

CARRIER SERVICES

USWC shall provide to USWLD Carrier Services ("Services") upon request. Such Services include the following:

Switched Access Information

USWC shall provide to USWLD Switched Access Information ("SAMI") for USWLD end user usage as requested by USWLD.

Fraud Detection

Fraud detection services requires monitoring messages to minimize revenue loss due to fraud. USWC will research, verify and block suspected fraud.

Arizona Corporation Commission U S WEST Communications - TKM-2 Exhibits of Teresa K. Million March 25, 1999

Billing and Collection Agreement

AGREEMENT FOR THE

PROVISION OF BILLING AND COLLECTION SERVICES

FOR

INTEREXCHANGE CARRIERS

BETWEEN

U S WEST LONG DISTANCE, INC.

AND

U S WEST COMMUNICATIONS, INC.

The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit the distribution of the Agreement to those individuals in their respective organizations with a need to know the contents of the Agreement.

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3

AUREEMENT FOR THE PROVISION OF BILLING AND COLLECTION SERVICES FOR INTEREXCHANGE CARRIERS

This Agreement for the Provision of Billing and Collection Services for Interexchange Carriers (hereinafter "Agreement") is entered into this 1st day of April, 1997, between U S WEST Communications, Inc., a Colorado Corporation and Malheur Home Telephone Company, an Oregon corporation (hereinafter referred to as "USWC") and U S WEST Long Distance, Inc., a Colorado corporation (hereinafter referred to as "USWLD"), acting through their authorized representatives.

WHEREAS, USWLD intends to purchase from USWC and USWC intends to provide to USWLD Billing and Collection Services (hereinafter referred to as "Services") to certain End User accounts, as described in Exhibit B; and

WHEREAS, effective January 1, 1987) USWC interstate Services provided to USWLD are provided on an untariffed, contractual, basis.

NOW, THEREFORE, in consideration of the mutual benefits accruing to each party, the parties hereby covenant and agree as follows:

I. Purpose of this Agreement

- A. The purpose of this Agreement is to set forth terms and conditions pursuant to which USWC will provide Services to USWLD; provided however, that said Services shall be limited to USWLD's regulated basic toll or message telephone service ("MTS") or MTS related services. For purposes of this Agreement, regulated MTS shall mean telephone calls where the primary purpose of the charge is for the transportation of the message over USWLD's facilities and not for the content of the message.
- B. This Agreement shall not include Services for any unregulated telecommunications or non-MTS messages, including but not limited to, telegrams, cablegrams, voice messaging, indecent communications for commercial purposes, or pay-per-call services. For purposes of this Agreement, a pay-per-call service shall mean any service:
 - 1. in which any person provides or purports to provide
 - (a) audio information or audio entertainment produced or packaged by such person;
 - (b) access to simultaneous voice conversation services; or
 - (c) any service, including the provision of a product, the charges for which are assessed on the basis of the completion of the call;
 - for which the caller pays a per-call or per-time-interval charge that is greater than, or in addition to the charge for transmission of the call; or
 - 3. which is accessed through the use of a 900 telephone number or other prefix or area code designated by the Commission; or
 - 4. which is accessed through the use of a 500 telephone number for international calls.

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- C. USWC may pr __de Services for unregulated, non-N __ messages under separate terms __nd conditions mutually agreed upon by the Parties and included in an individual Exhibit to this Agreement.
- D. In the event USWLD decides to act as a "clearing agent", as that term is commonly understood in the industry, USWLD understands and agrees that this Agreement shall be immediately canceled. Further, USWLD understands and agrees that a separate agreement specific for clearing agents will need to be negotiated between the parties for such services.

II. Scope of this Agreement

A. This Agreement defines the terms and conditions for which USWC will provide Services to USWLD. It includes the following Exhibits:

Exhibit A Definitions
Exhibit B Description of Services
Exhibit C Price Lists
Exhibit D Accounts Receivable Settlement Terms
Exhibit E Treatment and Collection Policy
Exhibit F Performance Based Pricing Plan

The above mentioned Exhibits are attached hereto and incorporated herein by reference.

III. Responsibilities of USWLD

- A. Prior to the commencement of Services, USWLD shall provide USWC with a valid carrier identification code ("CIC") or pseudo CIC, issued by Bell Communications Research, Inc. ("Bellcore") or other authorized issuing entity, or an Alternate Billing Entity Code ("ABEC") for billing identification purposes. If such Bellcore assigned CIC is not available prior to commencement of Services, USWC will utilize a pseudo CIC.
- B. USWLD grants USWC the right to use USWLD's name and logo on each page of the End User's bill which contains USWLD's charges. Further, USWLD grants USWC the right to include an informative message to the End User defining the relationship between USWC and USWLD.
- C. USWLD assures USWC that USWLD will use commercially reasonable efforts at all times to give prompt, courteous, and efficient service to End Users, shall be governed in all dealings with End Users by the highest standards of honesty, integrity, and fair dealing, and will do nothing tending to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of USWC or the Services covered by this Agreement and the quality image associated with USWC or such Services.
- D. In the course of providing operator assisted calls USWLD will comply with Paragraph C above and, in addition, USWLD will:
 - 1. prior to the commencement of charging, identify the provider of service (using the provider name that will appear on the End User's bill), for each call USWLD responds to, thereby giving the End User a reasonable opportunity to terminate the call without incurring a charge;

Notice

- 2. upon an it User's request, quote accurate reasonable opportunity to terminate the call without incurring a charge;
- 3. provide expeditious handling and connection to the appropriate agency for emergency calls. USWLD may handle emergency services directly or may contract with other providers of emergency services.
- E. USWLD ensures USWC that it will provide the actual origination and destination information including telephone numbers, bill phrases and other pertinent data for each End User message. Further, USWLD agrees to send USWC billing details that accurately identify the calls that were originated e.g. calling card, collect, etc.
- F. USWLD shall not submit to USWC any messages ninety (90) days or more after the date of message (hereinafter "old messages"). USWC will reject such messages to USWLD as unbillable.
- G. USWLD's failure, at any time, to comply with the requirements of this Section or any other Sections of this Agreement will constitute a breach and will entitle USWC to cancel this Agreement pursuant to Section XX, and to invoke any other remedies available in law or equity.

IV. Provision of Billing and Collection Services

- A. USWC interstate Services shall be provided in accordance with the terms and conditions of this Agreement.
- B. USWC intrastate Services shall be provided in accordance with the Intrastate Access Service Tariffs (hereinafter "Intrastate Tariff") and the terms and conditions of this Agreement which shall supplement the Intrastate Tariff to the extent not in conflict or inconsistent therewith. To the extent of any conflict or inconsistency between this Agreement and an Intrastate Tariff, the provisions of the Intrastate Tariff shall control for so long as the intrastate services remain tariffed and, thereafter, shall be provided in accordance with this Agreement.
- C. To the extent USWC and USWLD will enter into a joint marketing arrangement, USWC may offer Billing and Collection Services as part of said arrangement in accordance with the provisions of Section 272 of the Telecommunications Act of 1996. In the event an FCC ruling determines that USWC cannot offer Services as part of joint marketing arrangements, some or all of the following Services will be terminated:

Bill Rendering Discounts (Section VII.C) Custom Request Service (Exhibit B.1)

- D. Presentation of the bill in USWC's envelope shall be at the sole discretion of USWC unless USWLD has specified otherwise under the Custom Request Service.
- E. When technically feasible, USWC will return messages to USWLD as "Unbillable" for those End User accounts that are in "Business Office Write-Off Status" as those terms are defined in Exhibit A. Further, USWC will return messages to USWLD as Unbillable for those End User accounts that are in account or entity denial status as described in Section 3 of Exhibit E.

- F. Monthly charg—shall be on the basis of usage, if a, —cable, multiplied by the price elements as set forth in Exhibit C.
- G. In the event of a Federal Communications Commission ("FCC") order or any state regulatory order which may cause USWC an increase or decrease in the cost for providing intrastate and interstate Services, USWC reserves the right to modify its rates for intrastate and interstate Services retroactive to the effective date of such order. In such event, USWLD reserves the right to terminate this Agreement upon thirty (30) days written notice to USWC.
- H USWC will provide notification to USWLD of adjustments issued by USWC via standard EMI Record or other appropriate reporting means.
- I. USWC will provide notification to USWLD of uncollectibles via standard EMI record or other appropriate reporting means.

V. Developmental Charge(s)

- A. USWC consists of three distinct operating regions Central, Eastern and Western (hereinafter each operating region shall be individually referred to as "USWC Region").
- B. After the initial CIC, ABEC or Pseudo CIC has been implemented in each USWC Region, USWLD understands and agrees that USWC requires a custom developmental charge, ("Developmental Charge"), for each additional identifier, i.e., a CIC, ABEC or Pseudo CIC that is subsequently implemented in each USWC Region. Such Developmental Charge shall be due and payable prior to the Start Date for each USWC Region at the then current rate.
- C. For purposes of this Agreement the Start Date shall mean the date when USWC receives USWLD's first live billing data to be billed to the End Users. In the event USWC receives live billing data after the first day of the month, the Start Date shall begin the first day of the following month.

VI. Service Commitment

- A. USWLD understands and agrees that USWC requires an annual minimum (hereinafter "Service Commitment") in the amount of Fifty Thousand Dollars (\$50,000) in recurring Service charges per USWC Region, that is implemented. Such Service Commitment is required for USWLD's actual charges incurred for Services rendered to USWLD. The Service Commitment will be due and payable as follows:
 - 1. If the actual charges incurred by USWLD for each USWC Region do not meet or exceed the Service Commitment in a given year, then USWC will conduct a true-up for that year after the December B&C invoices are billed in January. If USWLD has not been receiving billing and collection services from USWC under a B&C agreement for a period of one year, then a proration will be applied to the actual number of months for which USWLD has received service from USWC.
 - 2. Each year during the term of this Agreement, USWC will invoice USWLD in February for the difference between the total Service Commitment due and the actual recurring charges incurred by USWLD across all USWC Regions. In the event an Intrastate Tariff in an individual state requires a

service corr ment, then such service commitmed shall apply towards the Service Consultment described herein. Further, any amounts that exceed the Service Commitment in one or more USWC Regions may be applied towards the other USWC Region(s) and any amounts owing in one USWC Region may be satisfied by any excess in any other USWC Region(s).

- 3. USWLD understands and agrees that Initial Developmental Charges of \$135,000, paid to implement basic processing capabilities, will not apply towards the Service Commitment. Other Custom Development Charges will apply toward the Service Commitment. USWLD agrees to pay USWC any amounts due in accordance with the provisions of Section VII below.
- 4. Upon termination of this Agreement, the Service Commitment will be prorated using the number of days beginning with the previous settlement period to the date of termination. USWC will invoice USWLD for the difference between the total Service Commitment due and the actual recurring charges incurred by USWLD across all USWC Regions. Such amount will be invoiced to USWLD and is due and payable in accordance with the provisions of Section VII below.
- 5. If termination of this Agreement occurs twelve months after the effective date of this Agreement, or sooner, USWC will conduct a true-up as follows:

 1) USWC will prorate the Service Commitment for the period from the implementation date of the contract to the date of termination; and 2) will calculate the difference between the total Service Commitment due and the actual recurring and non-recurring charges incurred by USWLD across all USWC Regions. Such amount will be invoiced to USWLD and is due and payable in accordance with the provisions of Section VII below.

VII. Prices; Payment; Discount Plans

A. Prices

Except as specified in Section IV of this Agreement, and except for Services provided pursuant to an Intrastate Tariff (to the extent the tariff rates differ from the prices specified in Exhibit C), all Services provided pursuant to this Agreement shall be provided at the prices specified in Exhibit C.

B. Payment

B.1 USWLD's payment for Services shall be due on the payment due date reflected on the USWC Billing and Collection invoice ("B&C Invoice").

If a payment would be due on a Saturday, Sunday or bank holiday, payment for the amount due USWC will be as follows:

- a. If such payment date falls on a Sunday or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday.
- b. If such payment date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday.
- B.2 Any payment received by USWC for Services rendered after the payment date or any payment received in funds which are not

Notice

immedia / available to USWC on the payme | Jate will be subject to a late payment penalty. If late payment charges are not permitted by local jurisdiction for this Service, this provision shall not apply. If applicable, the late payment penalty shall be the portion of the amount due USWC received after the payment date times a late factor of 0.000310 per day compounded daily for the number of calendar days from the payment date to and including the date that USWLD actually made the payment to USWC, which would result in an annual percentage rate of 12%.

- B.3. Any late payment resulting from bank error will not be subject to the late payment penalty provided that USWLD can verify that it was not at fault. It is the responsibility of USWLD to notify the banks involved for resolution of the bank error.
- B.4 USWC reserves the right, at its sole discretion, to deduct (net) any amounts past due and owing USWC for any Services provided to USWLD, from any funds or proceeds due USWLD from USWC, arising from the purchase of accounts receivable settlements. USWC is not required to deduct (net) amounts past due to prevent USWLD from being in default of this Agreement.
- B.5 Any dispute associated with USWLD's payment shall be governed by the provisions of Section VIII of this Agreement. Should the dispute not be resolved by the Payment Date of the amount due, USWLD shall, notwithstanding the continuing existence of the dispute, pay the billed amount in accordance with the terms defined in this Agreement.

C. Discount Plans

- C.1 USWLD understands that it may be eligible for a discounted Bill Rendering Rate, as Described in Exhibit F, Performance Based Pricing Plan.
- C.2 When USWLD exceeds \$450,000,000 in End User Billed Revenue in a calendar year as a direct result of submitting 1+ traffic to USWC under USWLD's primary CIC for January 1998 through December 1999, USWC and USWLD will negotiate in good faith for other discounted Bill Rendering Rates based on additional volumes under the provisions of Section IV.C.
 - C.2.a Such discounted rate, to be negotiated at a later date per Section XXI, will be based on a Modified Performance Based Pricing Plan or a Volume Discount Plan.
 - C.2.b Any discounted rates apply only to USWLD messages in a USWC shared End User bill.
- C.3 The offering of discounted Bill Rendering rates are subject to Section IV.C.

VIII. Dispute Resolution

In the event of any dispute between USWC and USWLD with respect to the terms and conditions of this Agreement, or any subject matter referred to in or governed by this Agreement, except disputes in which a party seeks equitable relief, then such disputes shall be settled as follows:

A. Escalation Pr edures

All disputes between the parties with respect to any subject listed in the preceding paragraph shall be escalated through normal business procedures to the officer level prior to the commencement of any arbitration proceeding.

B. Arbitration

- 1. As between the parties hereto, all questions as to rights and obligations arising under the terms of this Agreement and the Intrastate Tariffs are subject to binding arbitration.
- 2. Either party may make a demand for binding arbitration by filing with the other a demand in writing signed by an officer of the complaining party.
- 3. The parties may agree upon one arbitrator, but in the event that they cannot agree, there shall be three, one named in writing by each of the parties within ten (10) business days after demand for arbitration is given and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) are empowered by both parties to proceed ex parte.
- 4. Arbitration shall take place in the principal headquarters city of the party against whom the demand for arbitration has been filed and a single hearing before the arbitrator(s) of the matter to be arbitrated shall take place at the time and place within said city as is selected by the arbitrator(s).

The arbitrator(s) shall select such time and place promptly after his/her (or their) appointment, provided that the time scheduled for the hearing shall not be later than thirty (30) business days after the date of appointment of the arbitrator(s). The arbitrator(s) shall give written notice thereof to each party at least ten (10) business days prior to the date so fixed. In the event a panel of three arbitrators is necessitated by the parties' inability to agree upon a single arbitrator, such notice of the time and place of the hearing shall also identify the third member of the panel. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the discretion of the arbitrator(s). Said arbitrator(s) shall hear and determine the matter and shall execute and acknowledge a binding decision in writing and cause a copy thereof to be delivered to each of the parties within ten (10) business days of the hearing date.

- 5. The determination of the panel shall be by majority vote, with each arbitrator having a single vote. The award rendered by the arbitrator (or the majority if more than one) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 6. Prior to the scheduled hearing date, the parties shall agree on procedures to be used in connection with the arbitration, except as they may conflict with the specific provisions contained in this Section VIII. To the extent the parties cannot agree upon procedures, the arbitration shall be conducted in accordance with the Commercial Rules of The

- America: rbitration Association (AAA) but no ecessarily under the auspices of the AAA.
- 7. The costs of such arbitration shall be borne equally by the parties; provided, however that each party shall bear its own expense in prosecuting or defending a claim; and provided further that the arbitrator(s) shall assess the costs and expenses of an arbitration proceeding against a party if the arbitrator(s) determines that the prosecution or defense of a claim was frivolous in nature.

IX. Audit

- A. For purposes of this Section, an audit or review shall mean a comprehensive audit/review encompassing multiple services and multiple departments (hereinafter "Audit"). An Audit of USWC by USWLD may consist of an Audit of USWC's operations on information described in paragraph C. below; an Audit of USWLD by USWC may consist of an Audit of USWLD's operations on information described in paragraph D. below. Each party may conduct not more than two (2) Audits in any twelve (12) month period during the term of this Agreement over all three USWC Regions. If an Audit is requested in only one or two USWC Regions, it shall be counted as one Audit. For purposes of this Section, an examination shall mean an inquiry on a single issue or a specific topic ("Examination(s)"). Examinations shall be limited to a total of three Examinations in any twelve (12) month period during the term of this Agreement regardless if the request is in one or more USWC Regions. Examinations may be conducted as needed, subject to the agreement of the party being examined, which shall not be unreasonably denied. Both parties agree that the Audit or Examination shall be limited to the subject matter outlined in the written notification as described in paragraph B. below. Any claim resulting from an Audit or Examination must be supported by a statistically valid sample.
- B. In requesting an Audit or Examination, the requesting party shall give no less than forty-five (45) days written notice of intent to Audit or to commence an Examination. Such notice shall identify whether the requesting party will perform an Audit or Examination, the date upon which the Audit or Examination is to commence, the location, the requesting party's representatives, the subject matter of the Audit or Examination, specific materials to be reviewed including the number and type of accounts and message details, and the time period covering the materials or records subject to the Audit or Examination. The parties shall mutually agree on the commencement date and subject matter of such Audit or Examination; such agreement shall be reduced to writing.
- C. Upon written notice by USWLD to USWC, USWLD shall have the right, through its authorized representative, to conduct an Audit or Examination pursuant to Paragraph B. above, all such records and accounts as may under recognized accounting practices contain information bearing upon (i) amounts being billed to USWLD's End Users by USWC as part of its provision of Services to USWLD, and (ii) the charges to USWLD for such Services. The information subject to the Audit or Examination will be limited to the period of time for which the Service(s) were provided. All information received or reviewed by USWLD or its authorized representative is considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the Audit or Examination, nor is such information to be used for any other purpose. USWC shall not be required to produce directly to USWLD's auditors source documents which contain information relating to

- other entities f vhom USWC is providing Services /here source documents contain information relating to one or more entities commingled with information relating to USWLD, USWC shall provide and USWLD shall accept extracts of such documents or masked documents which contain only information pertinent to USWLD.
- D. Upon reasonable written notification by USWC to USWLD, USWC or its authorized representatives shall have the right to commence an Audit or Examination pursuant to Paragraph B. above, of such source documents, systems, records and procedures as may, under recognized accounting practices, contain information bearing upon the content of billing records sent by USWLD to USWC for billing, including but not limited to, the types and ages of billing records. Such billing records shall be limited to the messages submitted to USWC, by USWLD, for billing purposes.
- E. All costs incurred by USWC, on behalf of USWLD, during the course of an Audit or Examination as ordered by a third party will be the responsibility of USWLD. A detailed estimate will be prepared based upon USWLD's written notice and/or specifications supplied by USWLD in accordance with the terms described in Exhibit B, Consulting Service. The estimate provided to USWLD via certified mail will be valid for a period of thirty (30) days from the date the estimate was received by USWLD. The estimate and any subsequent revisions must be approved in writing by USWLD prior to USWC performing such services or USWLD incurring any costs.
- F. Adjustment to the charges payable to either party under this Agreement or the Intrastate Tariffs shall be made to correct errors or omissions disclosed by the Audit or Examination if mutually agreed to by the parties or directed through arbitration. Corrective action shall be initiated within thirty (30) days of the mutually agreed upon resolution of a claim or of an arbitrator's award.

X. Limitation of Liability; Warranty

- A. USWLD and USWC agree to use best efforts to provide each other verbal notification immediately upon discovery of billing errors followed by written notification within thirty (30) days. Such written notification shall contain detailed information to aid in identifying the cause of the billing error and its correction. USWC agrees to extend its best efforts to correct billing errors within thirty (30) days of notification (by USWLD) or discovery (by USWC). Where meeting the thirty (30) day objective is not possible, USWC will notify USWLD of the expected resolution date. The above described warranty is the only warranty provided in connection with this Agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY.
- B. USWLD will pay USWC for the correction of billing errors caused by any inaccurate or incomplete USWLD instructions whether written or verbal. Such billing errors include, but are not limited to, errors as a result of requirements defined in specifications furnished or approved by USWLD. Further, USWLD will pay for the correction of billing errors resulting from billing details passed to USWC that are not accurately identified or any other billing error resulting from USWLD's failure to perform in accordance with Section III.

- C. Absent knowir and willful misconduct, USWC's tot ability and USWLD's sole and exclusive remedy for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, regardless of theory, shall be limited to the actual damages as follows:
 - 1. If USWC, due to its error or omission, loses, damages or destroys USWLD's recorded messages while providing Services and USWC cannot bill or re-bill the messages, USWC, in conjunction with USWLD, will estimate the volume of the messages and associated revenue based on the most comparable previously known values less uncollectibles and adjustments. Where the most comparable values are unknown the estimated revenue associated with such unbilled messages will be mutually agreed upon.
 - 2. If USWC, due to its error or omission, fails to process the USWLD's messages or processes the messages incorrectly, the parties agree that USWC will promptly, upon correction of the billing system error, reprocess the messages. If, however, upon mutual agreement between the parties, some or all of such reprocessing will not be done within ninety (90) days from the initial receipt of the messages and is determined unfeasible from an economic, technical or marketing perspective, such party can request that some or all of the reprocessing not be done.
 - 3. With respect to payment of any amounts due USWLD under Paragraphs 1 and 2 above, USWC shall be entitled to recover charges for Services commensurate with such payment. USWLD is responsible for charges associated with Services provided as a result of the reprocessing and will not incur additional charges for Services associated with reprocessing the messages.
- D. When USWC discovers or is notified in a timely manner that, due to its error or omission, incomplete billing information detail has been provided to USWLD, USWC will make every reasonable effort to recover and provide the detail to USWLD at no additional charge.
- E. In the event the parties cannot agree that reprocessing is feasible or cannot agree on a revenue settlement, the parties agree to utilize Exhibit D, Sections 9, 10, 11 and 12, to resolve the dispute.
- F. USWC assumes no liability for accuracy of messages recorded by USWLD and provided by USWLD to USWC for billing.
- G. USWLD's liability to USWC (as distinct from USWLD's obligation to pay for Services provided pursuant to this Agreement) for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, regardless of theory, shall be limited to the amount of actual damages incurred.
- H. The parties may be liable to the other for any indirect or special damage arising out of or in connection with knowing or willful misconduct. In no event shall either party be liable to the other for consequential damages.

XI. Performance Evaluation

A. USWC has a corporate team objective which is dependent, in part, on meeting the performance and development goals of USWLD.

B. USWLD may luate USWC's performance by wri. evaluation on a monthly basis. USWC will also conduct a performance evaluation meeting with USWLD on a quarterly basis. Any feedback received from USWLD may impact division performance evaluations and will be used by USWC to improve existing processes or performance.

XII. Data Retention

USWLD agrees to retain copies of all files transmitted or in any other fashion forwarded to USWC for a minimum of ninety (90) calendar days after date of original transmission to USWC. USWLD further agrees to retransmit or reforward files upon request of USWC at no cost to USWC. USWLD will make best efforts to retransmit or resend such files no later than three (3) calendar days from receipt of a request from USWC. However, in the event that the original transmission cannot be received by USWC due to transmission system failure, improperly formatted data on the file, or other reason, USWLD will immediately retransmit the file upon correction of the problem causing the failure.

XIII. Indemnification

- A. Each party (the "Indemnifying Party") will indemnify and hold harmless the other party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of negligence or misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, the Indemnifying Party will, to the extent of its negligence or misconduct, defend any action or suit brought by a third party against the Indemnified Party for any loss, cost, claim, liability, damage or expense relating to or arising out of negligence or misconduct by the Indemnifying party, its employees, agents, or contractors, in the performance of this Agreement.
- B. The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit.
- C. The Indemnifying Party will not be liable under this section for settlements by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed promptly to undertake the defense.
- D. Under the terms of this Agreement, USWC will provide to USWLD certain information regarding USWLD's subscribers, which may include, but is not limited to, credit information. USWC is releasing to USWLD only credit information based on USWC's first-hand knowledge of its own experiences with the subscriber involved. USWLD agrees to indemnify USWC for any claim, regardless of theory, which arises against USWC based on the release of any subscriber information from USWC to USWLD.

General Provisions: A.1

USWLD shall be liable for all Federal, state, or local sales, use, excise, gross receipts, or other taxes or tax-like fees, imposed on or with respect to USWLD's services (hereinafter referred to as "Tax(es)", including Taxes imposed directly on USWC and relating to USWLD's services. USWLD shall, where permissible by law, file returns or reports relating to such Taxes, and pay or remit all such Taxes and other items to the appropriate taxing authority.

- USWC shall use the same tax practice and procedures (including A.2 exemption procedures) to apply, bill, and collect taxes on new and existing services that are the subject of this Agreement that it uses or would use to apply Taxes on similar or comparable USWC services, unless notified in writing to do otherwise. However, USWC shall not bill Taxes, the effect of which are passed on to End User customers pursuant to tariff or accepted state regulatory practice, unless USWLD has filed with the appropriate regulatory commission or other agency tariffs or notice that will authorize such pass-on. In such event, USWLD will provide USWC with sufficient notice and documentation to implement such pass-on. USWLD has the right to review USWC's tax procedures and supporting documentation. USWC will implement any tax law changes into its procedures as required by applicable tax law, however, in no instance shall USWC be given less than sixty (60) days to implement such changes.
- USWLD understands and agrees that USWC is merely providing Services A.3 with respect to the billing and collection of Taxes hereunder. USWC shall not be responsible for billing any foreign state taxes associated with a jurisdiction outside of USWC's operating Region to USWLD's Services unless billing information, with respect to such Taxes, is provided to USWC by USWLD.
- When notified by USWLD to change its tax procedures with respect to **A.4** applying and billing Taxes on USWLD's services, USWC shall, within the constraints imposed by its billing system, implement such tax procedures as USWLD advises and charging USWLD for the costs of such change; provided that USWC shall pay for any change required in order to ensure that its billing system properly accounts for all taxes if such change also applies to all USWC End Users. To the extent USWC's billing system cannot accommodate such requested change without significant modifications, USWC shall continue to use the same tax procedures it uses for similar or comparable USWC services, again excepting tariffed or regulatory approved tax items as described in Paragraph A.2 above, and will be held harmless by USWLD for using such procedures except in the case of gross or willful negligence. In no event shall USWC be liable for anything other than penalties that may apply, and USWLD shall be liable for Taxes and interest owed.
- USWC shall not be entitled to retain or receive from USWLD any statutory A.5 fee or share of Taxes to which the person collecting such Taxes is or may be entitled under applicable law.
- USWC shall use the same tax exemption status with respect to USWLD A.6 End Users as it uses for its own customers, and to the extent necessary, furnish to USWLD copies of such information as may be in its possession

regarding to exemptions of End Users and serv. , related to USWLD, but without warrunty as to accuracy or completeness.

A.7 USWC shall furnish to USWLD on a monthly basis all information and reports reasonably necessary for USWLD to file its tax returns, according to delivery-schedules provided to USWC by USWLD, from time to time, that are mutually agreed upon by the Parties. Such information and reports shall be in the format normally used by USWC in the preparation of its own tax returns unless mutually agreed otherwise. USWLD shall file all returns for all such Taxes with the applicable taxing authority and pay or remit all such Taxes to the applicable taxing authority. USWC shall have no responsibility for the filing of returns of payments of Taxes.

B.1 Taxes - Indemnity and Recourse:

USWLD shall be responsible for payment of all Taxes imposed on Services performed by USWC under this Agreement, the cost of which were not part of the price agreed upon for such Services under this Agreement. Should any Federal, State or local jurisdiction determine that any such additional Taxes are due by USWC as a result of USWC's performance of any obligation under this Agreement, USWC will so advise USWLD, allow USWLD to participate in the audit process regarding such issue, and secure USWLD's concurrence prior to making any remittance of said Tax to the jurisdiction. USWLD agrees to be liable for any such Tax, interest, penalties and surcharge, but retains the right to protest the assessment. If USWLD disagrees with any assessment of Taxes due by USWC or disagrees with an assessment of any additional Tax penalty, surcharge and interest due by USWC as a result of USWC's performance of any obligation under this Agreement, USWLD shall, at its option and expense (including payment of any such assessment prior to final resolution of the issue), have the right to seek a ruling as to the applicability of any such Tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any Tax, penalty, surcharge and interest ultimately determined to be due. USWC shall, when requested by USWLD and at USWLD's expense, cooperate or participate with USWLD in any such proceeding, protest or legal challenge.

USWLD will indemnify, hold harmless, and defend (at USWLD's expense) B.2 USWC from and against any liability resulting from any Taxes, penalties and interest, loss, cost, claim, liability, damage, cause of action, or expense (including reasonable attorney's fees) relating to or arising out of USWLD's failure (to the extent not attributable to a negligent act or omission of USWC) to pay any Tax or file any return as required by law or to comply with any applicable tax laws or regulations, or relating to USWC's obligations concerning Taxes, including Taxes imposed directly on USWC and relating to USWLD's services, in accordance with this Agreement. If USWLD disagrees with an assessment of any additional Taxes, penalty addition to Tax, surcharge, or interest due by USWC as a result of USWC's performance of any obligation under this Agreement, or disagrees with a determination that an additional charge is applicable to USWC's billing to USWLD for Services under this Agreement, USWLD shall, at its option and expense (including, if required by law, payment of any such assessment prior to final resolution of the issue) have the right to seek administrative relief, a ruling, judicial review (original and appellate level), or other appropriate review (in a manner deemed appropriate by USWLD), as to the applicability of any such Taxes, penalties, interest or additional charges, or to protest any assessment and direct any legal challenge to such assessment, but shall be liable hereunder for any such amount ultimately

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It is meant for use by authorized representatives of U S WEST and USWLD only.

determined be due. Notwithstanding the abov such indemnity is conditioned upon USWC providing USWLD notification (such notification to be provided within five (5) business days of receipt by USWC's Tax Department of said assessment) of any proposed assessment of any additional Taxes, penalty or interest due with respect to this Agreement. USWC shall, when requested by USWLD and at USWLD's expense, cooperate or participate (but not control) with USWLD in any such proceeding, protest or legal challenge and if USWC's participation is not requested by USWLD, USWC may participate (but not control), at its own expense, in any such proceeding, protest or legal challenge.

- B.3 USWC agrees to indemnify, hold harmless, and defend at USWC's expense, USWLD from and against any liability or loss arising from additional Taxes and interest (including reasonable attorney's fees) incurred by USWLD as a result of:
 - B.3.1 the willful failure of USWC to provide USWLD, pursuant to Section XIV hereof, accurate and complete information with which to file its Tax returns and remit payment; or
 - B.3.2 the willful failure of USWC to accurately calculate and bill appropriate Taxes pursuant to Section XIV hereof.
- B.4 USWC agrees to indemnify, hold harmless, and defend at USWC's expense, USWLD from and against any liability or loss arising from additional penalties incurred by USWLD as a result of:
 - B.4.1 negligent failure of USWC to provide USWLD, pursuant to Section XIV hereof, accurate and complete information with which to file its Tax returns and remit payment; or
 - B.4.2 the negligent failure of USWC to accurately calculate and bill appropriate Taxes pursuant to Section XIV hereof.

C.1 Taxes - Gross Receipts Taxes:

As a supplier of billing and collection services, USWC is billing USWLD's revenues for a specific fee. USWC shall not report these billings as its own receipts for gross receipts tax purposes or any other tax purpose.

XV. Purchase of Accounts Receivable

USWC will purchase from USWLD its accounts receivable that arise from bills rendered by USWC to End Users. The purchase of accounts receivable will be limited to Amounts Due USWLD (as described in Exhibit D, Section 2) when USWC provides Services for USWLD. USWC's purchase of USWLD's accounts receivable shall be with full recourse as set forth in Exhibit D.

XVI. Limitations Period

No claim or demand under this Agreement, including demands made under the arbitration section hereof, or any other demand or claim with respect to this Agreement may be made or brought by either party more than two years after the date of the event that gave rise to the demand or claim except that: 1) the limitation period herein shall not apply to claims for revenue due USWLD from its End Users to the extent USWC has collected and retained such revenue; 2) a

demand or claim f indemnification under this Agreeme may be made or brought by a party for two years after the accrual of the cause of action for indemnity; and 3) any claim in the nature of fraud or concealment may be brought within two years of discovery of the existence of such fraud or concealment.

XVII. Term and Termination of Agreement

- A. This Agreement will become effective on April 1, 1997 and shall continue through March 31, 2000, or until such time as this Agreement is superceded by a new agreement.
- B. Either party may request that the terms and conditions of this Agreement be renegotiated or terminated for convenience and without penalty upon six (6) months written notice to the other party. USWLD's sole and exclusive obligation for termination under this Section is to make payment for all balances due and for authorized charges for any Custom Request development work completed.

XVIII. Proprietary and Confidential Information

A. General Provisions: Designation of Proprietary Information.

In connection with the Services to be provided by USWC to USWLD hereunder, USWC and USWLD may find it necessary or beneficial for a party to disclose to or receive from the other party, specifications, files, drawings, data, records, reports, computer programs or other technical and business information ("Proprietary Information") which the disclosing party considers proprietary and confidential.

- 1. For the purpose of this Agreement the following shall be Proprietary Information of USWC:
 - a. All traffic and usage data internally generated by USWC in the normal conduct of USWC's business of providing exchange access, information access or other telecommunications or information services.
 - b. All End User Account Information.
 - c. Except as otherwise specifically provided for in this Agreement, all tools and materials including, but not limited to, software, files, data bases, design documents and reports used by USWC to produce data pursuant to this Agreement.
 - d. All information associated with USWC-owned public telephones.

B. Protection of Proprietary Information.

With respect to Proprietary Information provided to the receiving party under this Agreement, the receiving party agrees to:

1. hold the Proprietary Information in confidence and to protect it to the same degree it protects its own proprietary and confidential information;

- 2. restrict defosure of the Proprietary Informatice collection slely to those employees, contractors and agents of the receiving party (and its affiliates) with a need to know, and not disclose it to any third party;
- 3. advise those employees, contractors and agents of their obligations with respect to the Proprietary Information; and
- 4. use the Proprietary Information only for the purposes of this Agreement, except as may otherwise be mutually agreed upon in writing.

Each party acknowledges that in the performance of Services hereunder, a party's Proprietary Information may be commingled with Proprietary Information of the other party or with the Proprietary Information of third parties. Accordingly, the parties shall, to the extent practicable, use good faith efforts to ensure that such Proprietary Information shall be masked or rendered mechanically inaccessible to other party. However, there may be instances in which efforts to mask or screen such Proprietary Information are impracticable, or in which disclosure is inadvertent. In such instances, the receiving party will neither use or disclose the Proprietary Information except as required to fulfill its obligations pursuant to this Agreement.

C. Information Not Subject to Section XVIII.

The receiving party shall have no obligation to preserve the proprietary nature of any information which:

- was previously known to the receiving party free of any obligation to _ keep it confidential, or
- 2. is disclosed to third parties by the disclosing party without restriction, or
- 3. is or becomes publicly available by other than unauthorized disclosure,
- 4. is independently developed by the receiving party,

Information shall not be deemed to be in the public domain or in the receiving party's possession or knowledge merely because such information is embraced by more general information in the public domain or in the receiving party's possession or knowledge.

D. Requests for Information.

In the event either party is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process) to disclose Proprietary Information of the other to any lawfully constituted authority, it is agreed that the party requested or required to furnish the Proprietary Information will provide the other party with timely notice in order for that party to seek a protective order. To avoid the administrative burdens associated with such advance notice of protective arrangements, either party may respond to routine USWLD requests, legal process or lawful demand involving the disclosure of Proprietary Information. A party may disclose or provide Proprietary Information of the other party to implement, effect and enforce the party's tariffs or to meet the requirements of a court, regulatory body or government agency having jurisdiction over the party; provided that, the party making the disclosure shall notify the other party so as to give that party a reasonable opportunity to object to such disclosure. A party may not

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- unreasonably hold approval of protective arrang ents provided by any such court, regulatory body or government agency. Nothing in this Section requires either party to support or not support the position of any person or entity on the issue of whether any particular Proprietary Information is proprietary under applicable law or this Agreement.
- E. The provisions of this Section XVIII shall survive the termination of this Agreement, and, at the same time of termination, the receiving party shall, if practicable and upon request, return the Proprietary Information of the disclosing party which is in tangible form.

XIX. Force Majeure

- A. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure Conditions").
- B. If any such Force Majeure Condition occurs and results in a delay or failure in performance of any part of a party's obligations under this Agreement for more than sixty (60) calendar days, the other party may, by written notice given to the party whose performance was delayed or who failed to perform, immediately terminate that part of this Agreement that shall be affected by such delay or failure to perform, without penalty.

XX. Default

- A. In addition to all other rights and remedies provided herein or at law or equity, either party shall have the right to cancel this Agreement in whole or in part, without any further obligation to the other (excepting obligations incurred prior to the effective date of cancellation) if the other party is in breach or default of this Agreement and such breach continues for thirty (30) days after written notification.
- B. In the event USWLD is in breach or default of this Agreement as a result of submitting unregulated telecommunications or non-MTS messages, as described in Section I, Paragraph B, USWC shall have the right to terminate this Agreement immediately.
- C. Either party's failure to perform any of its obligations under this Agreement, including, but not limited to, any representation or warranty made by a party herein that is misleading or materially inaccurate, shall be deemed to be a default.
- D. Except for the provisions of Paragraph B above, a party may cure a material breach by taking all of the following steps: (1) notifying the non-breaching party, in writing, that the breaching party wishes to cure the breach and continue the Agreement; (2) terminating any breaching acts, omissions, or behaviors; (3) correcting any existing breaches including but not limited to paying any charges due under this Agreement; and (4) providing security

reasonably sa actory to the non-breaching party, lich may or may not include the provisions set forth in Section VI) for example, a performance bond in an appropriate amount. Any material breach must be cured expeditiously and within the thirty (30) day notice period.

XXI. Amendments; Waivers

This Agreement or any part thereof or any Exhibits hereto or documents referred to herein may be modified or additional provisions may be added by written agreement signed by or on behalf of both parties. No amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

XXII. Assignment

Any assignment by either party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other party shall be void; provided however, that such consent is not required when the proposed assignment is to be made to any parent, subsidiary of parent, affiliate or successor of the assigning party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party.

XXIII. Notice and Demands

Except as otherwise provided under this Agreement, all notices, demands, or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States mail and addressed as follows:

U S WEST Long Distance, Inc. 1801 California St., Room 3100 Denver, Colorado 80202 Attn: Paul Lit, Director U S WEST Communications, Inc. 1801 California St., Room 2110 Denver, Colorado 80202 Attn: Pamela Jenkins

If personal delivery is selected as the method of giving notice under this section, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communications is to be given by either party may be changed by written notice given by such party to the other party pursuant to this Agreement.

XXIV. Third Party Beneficiaries

This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

XXV. Governing La

This Agreement shall be governed by the substantive laws of the State of Colorado.

XXVI. Lawfulness Of Agreement

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement, shall terminate. If a provision of this Agreement is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

XXVII. Confidential Status

The parties acknowledge that this Agreement contains commercially confidential information which may be considered proprietary by either or both parties, and agree to limit distributions of the Agreement to those individuals in their respective organizations with a need to know the contents of the Agreement. The parties further agree to seek commercial confidential status for the Agreement with any regulatory commission with which the Agreement must be filed, to the extent such a designation can be secured.

XXXIII. Entire Agreement

This Agreement and any Exhibits, Attachments or Schedules attached hereto, constitute the entire understanding between the parties and supersede all prior understandings, oral or written representation, statements, negotiations, proposals and undertakings with respect to the subject matter hereof.

XXIX. Headings

The headings in this Agreement are for convenience and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

SIGNATURE PAGE FOLLOWS

US WEST COMMUNICATIONS, INC.
Signature Signature
C. E. Osborn Printed Name
V.P - Diversified Carrier Markets Title
June 17, 1997 Date
MAZHRUDHOME TELEPHONE COMPANY
Signature C. E. Osborn
Printed Name VP - Diversified Carrier Markets
Title Tune 17, 1997 Date

Approved By US West Law Department

EXHIBIT A DEFINITIONS

DEFINITIONS

Account Level Treatment

Ability to perform collection activity for the entire account for treatment as a result of technical limitations.

Accounts Receivable

An account evidencing a legally enforceable right to payment for services rendered by USWLD and lawfully billed as charges on the USWC End User bill.

Adjustments - End User

End User Adjustments are issued to debit or credit lawfully billed charges on the End User bill.

Billing Evasion

Actions with the intent to circumvent or evade the proper charges, in whole or in part, resulting from telecommunications services.

Billing Service Charges

USWC's charges to USWLD for each of the Services provided for under this Agreement.

Business Office Write-Off Status

End User accounts for which the USWC Business Office has completed all collection activities and a final bill(s) has been issued and subsequently written off by the business office.

CARE/ISI

USWLD Account Record Exchange/Industry Standard Interface (CARE/ISI) is the industry standard format for providing data in a mechanized mode.

Carrier Memorandum

A form initiated by USWC to inform USWLD of an End User dispute.

Casual Use Call

An End User call originated by dialing 10XXX.

DEFINITIONS (continued)

Central Region

Includes the following states: Arizona, Colorado, Idaho except the 676 LATA portion, Montana, New Mexico, Utah, Wyoming.

Dispute

An unresolved claim whereby the End User refuses to pay a specific USWLD charge(s).

Dial Tone Denial

The interruption of the End User's dial tone restricting the End User's ability to make local or long distance calls by using its telephone.

Eastern Region

Includes the following states: Iowa, Minnesota, Nebraska, North Dakota and South Dakota.

EMI Credit/Adjustment Records:

Belicore approved exchange message interface ("EMI") records, that consist of multiple record/message types designed for the purpose of processing and billing pre billing credits or post billing adjustments.

End User

When End User is used throughout this Agreement, it shall be identified by one or more of the following elements:

1) Account level.

The End User has selected USWLD as its primary interexchange carrier at the account level for one or more working lines, or has designated USWLD as such by allocation or other process.

2) Line level.

The End User has selected USWLD as its primary interexchange carrier at the individual line level, or has designated USWLD as such by allocation balloting process.

3) Casual Use.

An End User who occasionally makes a call, via USWLD, by dialing 10XXX or other dialing pattern is considered an End User at the account level for a single line account and at the line level for a multiline account.

DEFINITIONS (continued)

End User Bill Date

The date which appears on the End User bill.

End User Directed Payment

End User's ability to determine which entity or entities should receive a payment and how much of the payment each entity should receive.

Entity

Any company that shares the USWC bill.

Entity Specific Treatment or Denial

Ability to perform collection activity or denial for each entity on an individual basis.

Exchange Carrier (EC) Memorandum

A form that is initiated by USWLD to inform USWC of the status of an End User's account activities or to advise USWC to take action on an account.

Exchange Message Interface (EMI)

An industry standard format used for the exchange of message data between USWED and USWC for the purpose of applying debit or credit amounts to the End User accounts.

Group Entity Treatment or Denial

Ability to perform collection activity or denial by grouping all carrier regulated charges and USWC's intraLATA charges together for treatment.

Individual Case Basis (ICB)

A non-standard Services offering for which no fixed recurring or non-recurring charge has been set.

Lag Study

A study which determines the average time from the End User bill date to when End User remits payment.

Maiheur Home Telephone Company

Located in a portion of the state of Oregon and the 652 LATA portion of Idaho.

DEFINITIONS (continued)

Purchase of Accounts Receivable Statement

The statement sent to USWLD each month by USWC summarizing the amount due USWLD or USWC for the Purchase of Accounts Receivable settlement.

RTA

Remove from Treatment Amount (RTA) represents the dollar amount which an entity/account may have owing before it is considered to be treatable. When the amount owing is below the RTA amount, the account is removed from collection activity.

Realized Final Account Uncollectibles

Actual uncollectible amounts written off USWLD End User final bills for failure of the End User to pay lawfully billed charges.

Total Billed Revenues

The billed revenues for all messages, plus total billed taxes, plus or minus total applied correct charges and uncollectible post billing adjustments and associated tax.

Treatment and Collection

Activities performed to collect End User amounts due billed by USWC on behalf of USWLD.

Unbillable

Messages that cannot be billed to an End User account and are returned to USWLD.

Uncollectible Bad Debt Allowance

An amount withheld from the settlement as an uncollectible reserve to offset future actual uncollectible amounts written-off USWLD's End User final bills.

Weighted Average Payment Date

A single date during a settlement month which indicates the date that all USWLD message revenues were calculated as having been received and processed by USWC. The calculation is based on actual revenue and process dates of individual tapes or transmissions.

Western Region

Includes the following states: the 676 LATA portion of Idaho, Oregon and Washington.

EXHIBIT B

DESCRIPTION OF SERVICES

EXHIBIT B

DESCRIPTION OF SERVICES TABLE OF CONTENTS

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GENERAL TERMS AND CONDITIONS

USWC offers numerous services listed in this Exhibit B. USWC will provide only those services which USWLD has ordered and which are listed in Exhibit C. USWLD may request additional services pursuant to Section XXI of this Agreement.

USWLD may request modifications to the basic services described herein; however, such modifications shall be in accordance with the Custom Request Service.

Services and prices were established assuming standard implementation as determined by USWC. USWLD may request Services that are not specifically addressed in this description or may request modification to the Services described, such requests are commonly referred to as "Custom Requests". Custom Requests will be reviewed to determine the feasibility of implementing the requested service or modification. (see following page). In such cases where USWC agrees to fulfill USWLD's request, the specific terms, conditions and prices will be determined on an individual case basis (hereinafter referred to as "ICB") with USWLD and may require an amendment/addendum to this Agreement.

All rights, title and interest in and to all designs, studies, plans, specifications, programs and software developed for a Custom Request Service is and shall remain the property of USWC. USWLD obtains no ownership rights to such "material" or the software or documentation developed as a result of its work on a Custom Request.

I. CUSTOM REQUEST SERVICE

A. General

USWLD may request Services that are not specifically addressed in this Agreement or may request modifications to those service elements offered by USWC as described in this Exhibit B. All requests (hereinafter "Custom Request(s)") will be reviewed to determine the mutual feasibility of implementing the Custom Request as described below. Charges for Custom Request are determined on an ICB.

B. Categories of Custom Requests

- 1. USWLD shall identify the category of Custom Request required. Categories of Custom Request are described below:
 - a. Preauthorized Development Only provide evaluation and begin development
 - b. Preauthorized Development and Implementation provide evaluation, development and implementation activities.
 - c. Detailed Time and Cost provide detailed evaluation based upon the appropriate technical specifications provided by USWLD to USWC; no development or implementation activities initiated by USWC.
 - d. Order of Magnitude provide high-level evaluation, no development or implementation activities initiated by USWC.
- 2. In cases where USWLD categorizes a Custom Request as (i) Preauthorized Development Only, (ii) Preauthorized Development and Implementation, or (iii) Detailed Time and Cost as set forth above, USWC shall complete its quotation of a time and cost estimate and forward to USWLD within twenty (20) Business Days. This time and cost estimate shall include the approximate number of Custom Request hours necessary for the request and the estimated dollar amount associated with the implementation or completion of the Custom Request. Implementation time shall be set in accordance with USWC's scheduling process for major system releases.
 - a. Requests which USWC considers to be too complex for a twenty (20) Business Day response, or for requests not accompanied by all appropriate items specified in C.1, USWC shall notify USWLD within fifteen (15) Business Days that the stated requirement cannot be met and that a new response date shall be negotiated. Any revisions provided by USWLD to a Custom Request shall be treated as a new request.
- 3. In cases where USWLD categorizes a Custom Request as an Order of Magnitude, as set forth above, USWC shall complete its quotation of a time and cost estimate and forward it to USWLD. The time for quotation will be determined on an ICB. USWC will make best efforts to provide a quotation within twenty (20) Business Days. Such quotation is not binding. Once the quotation is submitted to USWLD the Custom Request is considered complete.

Custom Request Responses

1. When initiating a request, USWLD shall include, as appropriate, the following information needed by USWC to develop a response:

Notice

- a. Detailed Billing Specifications
- h Tariff
 - i. Illustrative Tariff
 - ii. Approved Tariff
- c. Methods and Procedures
- d. Journal Account Codes
- e. End User Bill Specifications
- f. Testing Requirements
- a. Live Bill Sample
- h. Edits
- i. Other (e.g., Service Order requirements, mechanized returns, error disposition).
- 2. USWC will notify USWLD within five business days if any of the information described in C.1 above is incomplete. The timeframes for response as specified in Section B for providing Custom Request will begin after USWC has received all the information to complete the response or after closure of all outstanding issues, whichever is later.
- 3. During technical review of the Custom Request, USWC may need clarification of the requirement. If clarifications become issues, the Parties will reach mutual agreement on closure of such issues.
- 4. In the event that USWLD fails to provide an approved Tariff, if applicable and in accordance with C.1 above, USWC assumes no responsibility for any billing errors resulting from differences between the billing specifications and the approved Tariff. USWLD agrees to indemnify and hold harmless USWC for any loss, cost, claim, liability or damage expense resulting from such billing errors.
- 5. USWC responses to Custom Requests will include a detailed breakdown of Program Development charges associated with implementing USWLD's Custom Requests and applicable recurring charges. Program Development may include, but is not limited to, definition, design, machine time CPU, miscellaneous hardware, project lead/meeting/management time, occupational time, consultation, documentation, application coding, programming, testing, system analysis, installation, development of methods and procedures, training and other functions related to software development.

D. Authorization

- 1. USWLD shall notify USWC within thirty (30) business days from the date of USWC's response that the Custom Response is authorized or rejected. No further communication is required on a rejected request. When USWLD fails to notify USWC within thirty (30) business days, the response will be considered void by USWC.
- 2. USWC shall return a confirmation notice to USWLD within ten business days of receipt of the USWLD written authorization. Any changes made by USWLD in its

The information contained herein should not be disclosed to unauthorized persons. It is meant for use by authorized representatives of U S WEST and USWLD only.

authorization of UCVVC's response shall be treated as a revised request subject to re-evaluation by USWC.

- 3. Custom responses authorized by USWLD and thereafter suspended by USWLD before development or implementation is completed shall remain valid and binding for six months from the date of receipt by USWC of USWLD's authorization.
- 4. USWLD shall re-negotiate an Implementation Date within ten business days with USWC for any Custom Request which has been authorized by USWLD but which USWLD suspends after development work is completed. In addition to the Custom Request costs authorized by USWLD, expenses incurred to maintain the requested changes for each release shall be billed to USWLD on an ICB; provided, however, such changes shall be maintained only upon mutual agreement between the Parties and as authorized by USWLD. If USWLD does not agree to maintain the requested changes and subsequently requests to implement such Custom Request, USWLD will be responsible for the additional costs associated with implementation.

E. Testing And Acceptance

USWC shall make its resources available to cooperatively test the Custom Request with USWLD as specified in the Detailed Time and Cost estimate. The criteria for testing and acceptance and the test plan will be mutually agreed to by both Parties as defined in the specification document. In the event the Custom Request does not conform to the agreed upon criteria, USWLD shall notify USWC in writing and USWC shall take appropriate corrective action as soon as reasonable and practical and allow USWLD to test the Custom Request again. In such event, the acceptance date shall be mutually agreed upon by the Parties.

F. Implementation

- 1. The Implementation Date is the date upon which a Custom Request is released by USWC for production. The Custom Request will be effective on the day following implementation.
- 2. Both Parties, prior to implementation, agree to sign a definition document developed by USWC for all Custom Requests over \$50,000.
- 3. For any Custom Request, USWLD may request that USWC provide validation/verification documentation to USWLD that demonstrates the implementation of a Custom Request by USWC.
 - a. Customer bill sample If requested, USWC agrees to provide an End User bill sample to USWLD following implementation of the requested change. The End User bill sample shall be provided after the first billing cycle in which a USWLD End User may be affect by the implementation but in no case later than forty-five (45) business days following the Implementation Date. In the case where USWLD requests an End User bill sample and USWC believes that so few USWLD End Users would be affected by the implementation as to make the production of an End User bill sample for USWLD burdensome or time consuming, USWC shall notify USWLD of the problems that would be presented in producing the End User bill sample. USWLD and USWC may agree on a means other than an End User bill sample for demonstrating that implementation of the Custom Request conforms to USWLD's specifications. USWC shall provide the alternative validation/verification documentation after the first billing cycle in which a USWLD End User bill may be affect by the

Notice

implementation out in no case later than fifteen (15) business days following the Implementation Date.

- b. Other validation/verification documentation USWLD shall specify other documentation to be provided by USWC that shall demonstrate implementation of USWLD Custom Requests. USWC shall not unreasonably withhold its agreement to provide other documentation according to USWLD's specifications.
- 4. USWC shall notify USWLD if USWC is unable to implement a Custom Request in the timeframe indicated in the accepted response. USWC agrees to employ best efforts to provide verbal notification within one business day after the agreed upon Implementation Date. In the event USWC fails to implement in the timeframe indicated in the accepted response, USWC agrees to extend its best efforts to implement the Custom Request immediately. USWC shall notify USWLD of the expected Implementation Date and USWC shall assume responsibility for any additional USWC Program Development and associated costs that may be required as a result of USWC's failure to meet the initial implementation timeframe.
 - a. If USWC fails to meet a committed Implementation Date on any rate level change or rate restructure within two business days of the committed Implementation Date, USWC and USWLD shall mutually agree on procedures for backbilling USWLD's End Users for non-recurring and recurring charges, if applicable, for End User notification requirements, if applicable, and on the method(s) to be used to correct any toll usage affected by the missed Implementation Date.
- 5. When a Custom Request requires an Implementation Date sooner than USWC can meet, USWLD shall assume the responsibility for any additional costs that may be required as a result of the failure to meet the request effective date.

G. Quarterly Based Payment Plan

The Quarterly Based Payment Plan applies only to work performed by USWC or USWC's vendors under contract. Quarterly Based Payment is not applicable to work performed by AMDOCS.

1. Time and Cost Process ("T&C")

- a. USWLD will pay for work actually performed rather than the charges stated on the T&C estimate.
- b. All T&C estimates will be reviewed with USWLD to ensure that USWLD understands the number of hours associated with services provided for each subsystem. USWLD will approve and sign-off on the T&C prior to the commencement of coding for subsystems. USWC will adhere to the delivery schedule as mutually agreed based on the T&C estimates.
- c. All actual costs of a project will be tracked to ensure that the number of hours does not exceed the T&C estimate.
- d. If while tracking actual costs spent for enhancements, it appears that the original estimated costs will be exceeded, then USWC and USWLD will negotiate additional funding.
- e. This process will apply to all projects, regardless of the size of the project.

Notice

f. Regular meetings between USWC and USWLD will be held to review the amount being billed and work being performed on behalf of USWLD.

2. <u>USWLD Responsibilities</u>

To facilitate the implementation of a project, USWLD must ensure that USWC has current, accurate information. Prior to USWC agreeing to any delivery-based payment, USWLD must agree to the following listed responsibilities. If any of these responsibilities are not met by USWLD, USWC will not be subject to any potential penalties associated with the project. USWC will provide USWLD a formal notification when USWLD has not met a responsibility.

A mutually agreed time-line will be established for each project which will state specific dates from which USWLD can measure its effectiveness in meeting its responsibilities.

- a. Outstanding questions and issues must be resolved by negotiated dates.
- b. Strategic issues must be resolved within the mutually agreed time frames.
- c. Assumptions must be validated within the mutually agreed time frames.
- d. USWLD's contracted vendors must deliver test tapes, information and other media to USWC on designated dates.
- e. When requirements are changed after sign-off of the T&C, the changes must follow the change management process.
- f. The Change Management Process must be thoroughly documented and mutually agreed upon by USWC and USWLD.
- g. A time line will be established for each project which will state the specific dates upon which agreement and signature authorization are required for work to proceed to the subsequent phase.

3. Project Status Indicators

- a. Red, yellow or green status will be identified on the Official Project Status Report for that particular project. Should agreement not be reached on placing a project in red status, project status will be escalated until agreement is reached.
- b. Green status indicates development efforts are proceeding as scheduled.
- c. Yellow Status may indicate a delay in interim deliverables, but the overall project may still be on schedule. There is risk, however, that scheduled dates may be overrun.
 - 1. The issues causing the Yellow Status will be clearly defined and documented by the party initiating the Yellow Status. A mutually agreeable action plan will be developed and executed to address each issue causing Yellow Status.
 - 2. If Yellow Status issues are not resolved and begin to jeopardize the overall project deliverables, the issues progress to Red Status.

- d. Red Status is an indication of severe trouble for any given project. Red Status may be caused or initiated by either party and may include, but is not limited to, unresolved issues causing development to cease, inadequate resources, or development effort is more than 40% behind timeline or budge estimates.
 - 1. Red Status issues are escalated to the appropriate level. The parties will identify unresolved issues and refine and execute a new action plan. Resolution progress will be actively monitored.
- Project status may be initiated by either party. Movement of the project to a more severe status level will not occur without twenty-four (24) hours prior written notification. Movement to a less severe status may occur immediately upon issue resolution.

USWLD Billing (B&C Invoice)

- Billing to USWLD will occur every quarter, beginning March, 1997.
- The months in which billing will occur are March, June, September and b. December.
- Billing will include actual charges for all work completed prior to the month in which the quarter ends, with the exception of December. For example: All work completed through the end of February will be bill in March. Regardless of project status, December bills will include an estimate of work to be completed through the end of that year. A true-up for work performed will be conducted in January of the following year.
- d.1 If a project is in red status due to USWLD's failure to perform its responsibilities, billing will proceed.
- d.2 If, however, a project is in "red status" at the time of billing due to USWC's performance, no billing will occur until the project returns to either "yellow" or "green" status.
- In the event USWC is performing work for multiple projects concurrently, all projects will be billed with the exception of any project in red status. Red status projects will be billed only upon returning to yellow or green status.
- Billing for projects completed in less than one month's time will be issued at the next prescribed quarterly billing.
- If U S WEST Technologies determines that performance of work requires the hiring of contract labor at higher than normal hourly rates, USWLD agrees to reimburse USWC at that higher labor rate plus any administrative fees not to exceed 10%.

ATTACHMENT 1

Examples of ICB Custom Requests

Custom Requests will be handled on an ICB. These Custom Requests include, but are not limited to, the following:

- 1. Mechanized adjustments other than category 41 records
- 2. Bill format changes
- 3. Mechanized feeds between USWC and USWLD (or related vendors): Establish/modify/discontinue
- Specialized services and products (unregulated)
- 5. 900 Pay Per Call Services
- 6. Data retention requirements/changes
- 7.
- 8.
- 9.
- Other LEC billing (ICO)
 Reports (new, modify, or discontinue)
 Contingency recording (Back-up recording)
 Modification of internal USWC Methods & Procedures 10.
- 11.
- EMI modules (new, modify, or discontinue)
 PUC/FTC/FCC mandates which result in billing enhancements 12.
- 13. Rate restructures
- 14. Market Messages
- New or modifications to existing EMI category, group, or record types 15.
- Edit changes 16.
- 17. Tax/surcharge changes - flow through Taxes/surcharges only
- 18. Establishment of new billing entities (pseudo or otherwise)
- 19. System Conversions

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II. MESSAGE BASED BILLING SERVICE

Description

USWC will provide Message Based Billing Service on the condition that USWC purchases the Accounts Receivable with a provision for uncollectible recourse. The requirement for purchasing the Accounts Receivable does not apply to Message Rating and Provisioning, and Non-Standard Data Entry.

- A. Message Rating with Provisioning is the computation and application of appropriate charges to each End User message based on a USWLD provided schedule of rates and the provision of these rated messages to either USWLD or other entities.
- B. <u>Message Rating Without Provisioning</u> is the computation and application of appropriate charges to each End User message based on a USWLD provided schedule of rates.
- C. Message Bill Processing is the preparation of billing data to be included on the End User bill. Bill Processing includes acceptance of EMI formatted records, standard EMI message and pack edits to identify missing or incorrectly formatted data, toll master file processing, posting of rated messages and rate elements, posting of USWLD issued post billing adjustment records, maintenance of accounts, and pre billing unidentified message investigation.
- D. <u>Bill Rendering</u> is the preparation of the bill, maintenance of the End User data base, performing purchase of accounts receivable settlements, mailing of the bill to the End User, processing payments, and collection services.
- E. <u>Limited Inquiry Service</u> is the handling of telephone calls or correspondence from an End User(s) via USWC's business office regarding charges billed on behalf of USWLD. If USWLD purchases Limited Inquiry Service and the End User refuses to pay certain sustained charges, USWC may adjust these charges without prior notification to USWLD. Inquiry Service also includes the application of credits and adjustments to End User accounts.

When providing Limited Inquiry, USWC assures USWLD that USWC will use commercially reasonable efforts at all times to give prompt, courteous, and efficient service to End Users, shall be governed in all dealings with End Users by the highest standards of honesty, integrity, and fair dealing, and will do nothing tending to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of USWLD or the Services covered by this Agreement and the quality image associated with USWLD or such Services.

F. Dispute Handling Service

When USWLD does not purchase Limited Inquiry Service, USWC will handle End User disputes in accordance with the procedures set forth in Exhibit E, Section 10. USWC has established a threshold for the number of Carrier Memorandums issued to USWLD on a monthly basis. Such threshold is .1% of the total number of bills rendered for the previous month. If USWLD exceeds such threshold, USWC will apply a Dispute Handling charge.

Price Application and Provisioning Parameters

- For purposes of this Section, the term "messages" shall include EMI detail and/or non-detail debit records, EMI detail and/or non-detail pre billing credit records, as well as, EMI detail and/or non-detail post billing adjustment records.
 - Message Bill Processing shall be provided only if USWLD purchases Bill Rendering. Message Bill Processing charges apply on a per message basis, by state, on a monthly basis. The rate of \$.0250 will be applied when USWLD submits an average of 1-14.49 messages per bill in each state. The rate of \$.0175 will apply when USWLD submits an average of 14.5 or more messages per bill in each state. At the end of each month, USWC will take a composite average of messages per bill and will determine the applicable rate described above.
 - B. Bill Rendering charges are applied on a per bill basis.
- When rated message detail is data-transmitted to or received from an exchange 2. telephone company or USWLD location a charge for the transmission (Exhibit C. VI) applies in addition to the applicable charge for Message Rating (Exhibit C, II.A or B).
- When rated message detail is entered on magnetic tape to be provided to 3. USWLD, the per tape charge (Exhibit C, VI) applies for each tape in addition to the applicable charge for Message Rating (Exhibit C, II.A or B).
- USWC shall perform Limited Inquiry Service pursuant to its Inquiry Guidelines. 4. The rate for Limited Inquiry Service is applied on a per message billed basis.
- USWC will apply a Dispute Handling Service charge for each EC Memorandum in 5. excess of the threshold set forth above.
- USWC shall perform collection services pursuant to its current treatment and 6. collection procedures as described in Exhibit E.
- Customized billing charges will be determined on an ICB. 7.

III. END USER ACCOUNT ACTIVITY SERVICE (This service is optional and may be purchased as needed)

Description

End User Account Activity Service provides USWLD the ability to debit or credit an End User account. Currently the only service available is the issuance of a USWLD initiated Adjustment.

An Adjustment is a debit or credit applied to USWLD's business or residence End User account(s) as negotiated between USWLD and its End User and communicated to USWC by USWLD.

An Adjustment may be issued by USWC when notified by USWLD.

Price Application and Provisioning Parameters

1. An End User Adjustment charge applies for each Carrier Initiated Adjustment issued by USWC on behalf of USWLD regardless whether USWLD purchases Limited Inquiry Service. Where adjustments are issued by USWC as a result of Limited Inquiry Service, an End User Adjustment charge will not apply.

IV. ANCILLARY SERVICES (This service is optional and may be purchased as needed)

Description

Ancillary Services are additional products that enhance the primary billing and collection services. Currently the only Ancillary Service is Marketing Message.

Marketing Message is a message containing one (1) to ten (10) lines of information or marketing data on USWLD's Detail of Charges page of the End User's bill. A Marketing Message will be printed only when USWLD's toll charges, credits and/or adjustments are present.

USWLD will author each Marketing Message. USWC retains editorial judgment and the authority to reject any Marketing Message which USWC, in its reasonable judgment, determines to:

- A. Violate existing legal or regulatory restrictions;
- B. Contain text which is misleading, an invasion of privacy, degrading, libelous, unlawful, profane, obscene, pornographic, in bad taste, an infringement of a trademark, trade name or copyright belonging to others;
- C. Contain text which is not telecommunications related;
- D. Contain text with 800 number or dial around information to access to their facilities:
- E. Directly compete with an offering of USWC.

Price Application and Provisioning Parameters

- 1. Marketing Message is available only to customers who purchase Bill Rendering from USWC (Exhibit C, II).
- 2. Custom Request charges apply for each Marketing Message requested. The per unit charge applies per Marketing Message printed.

V. BILLING ANALYSIS SERVICE (This service is optional and may be purchased as needed)

Description

Billing Analysis Service provides for the detection, investigation, and deterrence of billing evasion activities. USWC can further provide services such as consultation, advice and training on handling billing evasion.

A. Detection

The provision of services to identify and report to USWLD any suspected billing evasion activities involving the use of its telephone facilities.

B. Investigation

The provision of services to collect evidence and document billing evasion activities. It includes the service to coordinate the investigative activities between USWLD and law enforcement agencies.

Investigation is also the provision of services to investigate and obtain restitution for billing evasion activities. It includes, but is not restricted to, calling card fraud, third number billing fraud, remote access fraud, and theft of service by wire.

C. Deterrence

The provision of services to 1) contact and interview parties identified in billing evasion activities, 2) recover devices or materials used in billing evasion activities, in accordance with legal process, 3) review service for possible suspension of service over USWLD access lines identified in billing evasion activities, and 4) assist in publicizing billing evasion deterrence.

D. Consultation

USWC has security personnel available to advise USWLD on any aspect of an investigation. These services may include advice on conducting assorted types of interviews, using information furnished by the Message Investigation Center, providing general advice on an investigation that is stalemated.

E. Training

USWC provides training to USWLD representatives on various aspects of billing analysis.

F. Miscellaneous Charges

Miscellaneous charges incurred by USWC on behalf of USWLD such as out-of-pocket expenses for travel shall be charged to USWLD.

Price Application and Provisioning Parameters

1. <u>Detection</u>

Detection charges associated with the Continuous Scan and the Documentation Scan include only the cost of attaching and operating the appropriate equipment. The Continuous Scan provided will be charged on a per office per week basis. The Documentation Scan provided will be charged on a per line per occurrence basis.

Reports produced by USWC are secured, protected, and reviewed only with those with a need to know and delivered to the authorized USWLD security representative in a mutually agreed upon manner and on a mutually agreed upon schedule.

Reports produced by USWC for USWLD and the information contained on reports will remain the property of USWLD. Copies may be provided to the authorized USWLD security representative but will not be released to any other person or company without the consent of USWLD security representative except under legal process. USWLD agrees that the reports and the information contained therein shall be used for investigative purposes only.

The minimum period for Detection Service for which charges shall apply will be determined on an ICB.

2. Investigation

Investigative Service charges include the analysis and preparation of the reports generated from Detection Service as well as from any other investigative means. All Investigative Services shall be charged on a per hour basis with the exception of Preservation of Evidence which shall be charged on a per week basis (Exhibit C, V.B.).

3. Deterrence

Deterrence Services shall be charged on a per hour basis (Exhibit C, V.C.).

4. Consultation

Consultation shall be charged on a per hour basis (Exhibit C, V.D.).

Training

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Training shall be charged on a per hour basis (Exhibit C, V.E.).

6. Miscellaneous Charges

Miscellaneous Charges shall be charged on an ICB.

VI. MEDIA PROVISIONING SERVICE (This service is optional and may be purchased as needed)

Description

Media Provisioning is the exchange of data between USWC and USWLD's primary location or a location designated by USWLD.

Media Provisioning options include::

- A. Magnetic Tape
- B. Cartridge
- C. Data Transmission

Delivery for Tapes and Cartridges will be via U.S. Mail. Special requests, such as overnight delivery by USWC to USWLD, shall be charged to USWLD on an ICB.

Data Transmission is the exchange of data between USWC and USWLD or its designees via facilities furnished and/or paid for by USWC.

Price Application and Provisioning Parameters

- 1. A per tape charge shall apply regardless of the amount of data contained on the magnetic tape or a cartridge when USWC provides such data to USWLD. A charge does not apply when USWLD sends a tape or cartridge to USWC. The prices are set forth in Exhibit C,VI.
- 2. Data Transmission charges are applied on a per record basis for data exchanged when USWC provides the dedicated or dial-up facilities from USWC location to USWLD location or its designee (Exhibit C, VI). Data transmission charges apply on both an incoming and outgoing basis.

Data Transmission charges also apply for messages that USWC receives via the Centralized Message Distribution System (CMDS) network.

Data Transmission charges do not apply if the facilities are provided and/or paid for by USWLD. Data transmission charges do not apply for the internal transmitting of data between USWC processing centers, except if the data being moved is solely for the purpose of updating USWLD-owned marketing support systems.

VII. CONSULTING SERVICE (This service is optional and may be purchased as needed)

Description

Consulting Service is the professional and/or technical advice provided to USWLD. This service may include, but is not limited to; education classes, assistance in business activities, assistance in the preparation of a user needs document, development and coordination of user specifications or for other such needs.

Price Application and Parameters

- Consulting service charges are based on a level of expertise required as determined by USWC. Services rendered may include, but are not limited to; Support (Clerical), Subject Matter Expertise, Technical Support, and Travel Expenses.
- 2. The per hour charge applies for the actual work performed during normal work schedule. (see Exhibit C, VII A.,B.,C.,D.).

EXHIBIT C

PRICE LIST

THE PRICES IN THIS PRICE LIST ARE EFFECTIVE FOR A PERIOD OF 30 DAYS FROM THE DRAFT DATE ABOVE EXCEPT AS INDICATED.

EXHIBIT C

PRICE LIST

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SERVICES REQUESTED BY CUSTOMER

CALLING CARD

RECORDING	
MESSAGE-BASED BILLING MESSAGE RATING WITH PROVISIONING MESSAGE RATING WITHOUT PROVISIONING BILL RENDERING MESSAGE BILL PROCESSING LIMITED INQUIRY	x x x
END USER ACCOUNT ACTIVITY	х
ANCILLARY	х _
BILLING ANALYSIS	x
MEDIA PROVISIONING	. x
CONSULTING	х

1+ TOLL SERVICES

RECORDING	
MESSAGE-BASED BILLING MESSAGE RATING WITH PROVISIONING MESSAGE RATING WITHOUT PROVISIONING BILL RENDERING MESSAGE BILL PROCESSING LIMITED INQUIRY	x x x x
END USER ACCOUNT ACTIVITY	х
ANCILLARY	х
BILLING ANALYSIS	x
MEDIA PROVISIONING	x -
CONSULTING	х

Services selected by USWLD are purchased and effective with the effective date of the Agreement. USWLD may change the services selected by adding or discontinuing service elements by giving USWC thirty (30) day's prior written notice.

USWEST LONG DISTANCE, INC. Signature Bob Tregiona Printed Name Operations Title 6997	ACCEPTED BY U.S. WEST COMMUNICATIONS, INC. Signature C. E. Osborn Printed Name V.P Diversified Carrier Markets Title Title
Approved By UP Wood Lay Department Date Initials M. M. C.	MALHEUR HOME TELEPHONE COMPANY Signature C. E. Osborn Printed Name VP - Diversified Carrier Markets Title Date

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DEN-970408-2002/c/jl/USWLD

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APPENDIX I STANDARD SERVICES

I. CUSTOM REQUEST SERVICE PRICE LIST

The prices used to establish the Custom Request Service will be developed on an individual case basis. (Refer to Exhibit B, I.C.5). The price estimates provided to USWLD will be valid for a period of thirty (30) days from the date of the written estimate.

Examples of cost elements used in developing price estimates are machine time, programming (coding), system design, system development, project system testing, business office methods and procedures development, order writer training, service representative training, miscellaneous hardware requirements (e.g. disks, tape, cartridges, etc.).

II. MESSAGE BASED BILLING SERVICE PRICE LIST

	SERVIC	CE NAME	<u>UNIT</u>	PRICE	PER UNIT
A.	Messag Provisio	e Rating with on of Message Detail	message	\$.0055 [1]
В.	Messag Provisio	e Rating without on of Message Detail	message	\$.0045 [1]
C.	MTS Se	ervices			
	1. Mes	ssage Bill Processing			
•	a.	Average of 1-14.49 messages per bill	message	\$.0250
	b.	Average of 14.5 or more messages per bill	message	\$.0175
	2. Bill	Rendering	bill	\$.4200
D.	Limited	Inquiry Service			-
D .	(USWC	Inquiry Service resolves refusal to pay)	message	\$.0200
E.	Dispute	Handling Service	per EC Memo	\$	14.00

[1] <u>DEVELOPMENT CHARGES</u>
In addition to the above rates, set-up charges apply and will be provided upon receipt of specifications for Message Based Billing Service in accordance with the Custom Request Service.

III. END USER ACCOUNT ACTIVITY SERVICE PRICE LIST

SERVICE NAME	<u>UNIT</u>	PRICE PER UNIT
Adjustment USWC Issued	Per Adjustment/Occurrence	\$ 2.50

IV. ANCILLARY SERVICES PRICE LIST

(This service is optional and may be purchased as needed)

SERVICE NAME	1	<u>UNIT</u>	PRICE PER UNIT
Marketing Message		Bill	\$.03 (custom price)
DEVELOPMENT CHARGES			
Marketing Message			ICB

V. BILLING ANALYSIS SERVICE PRICE LIST

(This service is optional and may be purchased as needed)

SERVICE NAME		<u>UNIT</u>	PRICE PER UNIT
A.	Detection 1. Continuous Scan 2. Documentation Scan	c.o. office	ICB ICB
B.	 Investigation Analysis of Evidence Preparation of Prosecutive Summary Collection of Detailed Evidence Preparation of Affidavit Preservation of Evidence Assistance to Law Enforcement Provision of Expert Witness Analysis and Deposition Preparation Provision of Expert Witness Testimony Coordination Services Preparation Reports 	hour hour hour week hour hour hour	\$70.00 \$70.00 \$70.00 \$70.00 ICB \$70.00 \$90.00 \$90.00 \$70.00 \$70.00
C.	Deterrence 1. Recovery of Devices 2. Contact and Interview Fraud Perpetrators 3. Service Review 4. Presentation of Deterrence/ Crime Awareness Programs Consultation	hour hour hour	\$70.00 \$70.00 \$70.00 \$70.00
D. E.	Training	hour	ICB
F.	Miscellaneous Charges		ICB

▼I. MEDIA PROVISIONING SERVICEPRICE LIST

SER	VICE NAME	UNIT PRICE	PER UNIT
A.	Magnetic Tape	Tape	\$50.00
B.	Cartridges	Cartridge	\$50.00
C.	Data Transmission	Per Record Transmitted or Record Rec'd	\$.0020
D.	Delivery		ACTUAL #

Note:

Charges apply for special requests only, such as, overnight, etc.

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VII. CONSULTING SERVICES PRICE LIST

(This service is optional and may be purchased as needed)

SERVICE NAME		<u>UNIT</u>	PRICE PER UNIT
A.	Support (Clerical)	hour	\$ 60.00
B.	Subject Matter Expertise	hour	\$ 80.00
C.	Technical Support	hour	\$100.00
D.	Travel Expense	NA	ICB

APPENDIX II

CUSTOM SERVICES

Custom Services include, but are not limited to, the following:

Per Unit Charge

Full Service Inquiry TBD

Post-Billing Message
Investigation Service TBD

Recurring Charge

Non-Standard Reports
Earned Unbilled Report
Tracking Report (MOU)

Development of Reports

ICB

EXHIBIT D

ACCOUNTS RECEIVABLE

SETTLEMENT TERMS

EXHIBIT D

ACCOUNTS RECEIVABLE SETTLEMENT TERMS

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ACCOUNTS RECEIVABLE SETTLEMENT TERMS

Section 1. General

- 1.1 In connection with providing Services to USWLD under this Agreement, USWC agrees to purchase the Accounts Receivable of USWLD as set forth in this Exhibit. For purposes of this Exhibit, the provisions of Section I.A of the Principal Agreement shall apply; whereby, all purchase of Accounts Receivable settlement functions, described in this Exhibit, will be identified at the USWLD level only.
- 1.2 USWC's purchase of USWLD's Accounts Receivable shall be with full recourse in accordance with Section 2 below.
- 1.3 At the option of USWC, USWC reserves the right to reformat reports, with respect to USWLD's Accounts Receivable, with thirty (30) days written notice to USWLD.
- 1.4 USWC will provide journal/general ledger information on a mechanized file by bill period by state.

Section 2. Calculation of Amount Due USWLD/USWC

2.1 USWC will calculate the Amount Due USWLD/USWC in the Purchase of Accounts Receivable ("PAR") settlements each month under this Agreement, using the following formula:

$$A + B + (-) C + (-) D + (-) E = F$$

$$F - G + (-)H + (-)I + (-)J = K$$

Amount Due USWLD/USWC = K

Where:

A. NET BILLABLE USAGE REVENUE:

The calculation of the amount of revenue received that is eligible to be billed (net billable usage revenue) by USWC.

B. NET BILLED RECURRING AND NON-RECURRING REVENUE:

The calculation of the amount of recurring and non-recurring revenue received eligible to be billed by USWC.

C. OTHER OPERATING REVENUE BILLED:

The amount of revenue billed during the settlement period other than toll revenues or expanded billing service revenues. Certain taxes are considered Other Operating Revenue.

D. BILLED TAXES:

The amount of federal, state and local taxes billed by USWC on behalf of USWLD during the settlement period.

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E. END USER BILLING ADJUSTMENTS:

The amount of billing adjustments (and associated tax adjustments) applied to End User accounts during the settlement period. These adjustments are recoursed back to USWLD.

F. SUBTOTAL:

The sum of Net Billable Usage Revenues (Line A), Net Billed Recurring and Non-Recurring Revenue (Line B), Other Operating Revenue Billed (Line C), Billed Taxes (Line D), and End User Billing Adjustments (Line E).

G. UNCOLLECTIBLE BAD DEBT ALLOWANCE:

An amount withheld from the settlement as an uncollectible reserve to offset future actual uncollectible amounts written-off USWLD's End User final bills.

H. REALIZED FINAL ACCOUNT UNCOLLECTIBLES:

Actual uncollectible amounts written off USWLD End User final bills for failure of the End User to pay lawfully billed charges for the settlement period.

I. LATE PAYMENT CHARGES:

The amount due USWLD or USWC for late payment penalties associated with Purchase of Accounts Receivable settlement transactions.

J. MISCELLANEOUS:

Any debit or credit amounts mutually agreed to by the Parties.

K. AMOUNT DUE:

The amount due USWLD or USWC for the settlement period. It is calculated by netting the PAR Statement Subtotal (Line F), Uncollectible Bad Debt Allowance (Line G), Realized Final Account Uncollectibles (Line H) and any Late Payment Charges (Line I) and any Miscellaneous (Line J). A negative amount would indicate the amount USWLD owes USWC.

- 2.2 A PAR settlement will be performed by state by billing period for USWLD.
- 2.3 In the event that a PAR settlement for a month yields a negative Amount Due USWLD, USWC will net that amount against any amounts due USWLD from other USWC Regions for the same settlement period. In the event that a PAR settlement yields a negative Amount Due USWLD for two (2) or more consecutive PAR settlements over all USWC Regions, USWLD shall make payment to USWC for the full amount of all outstanding PAR settlements pursuant to Section 6 below.
- 2.4 USWC reserves the right, at its sole discretion, to deduct (net) any amounts past due and owing USWC for any Services provided to USWLD, from any funds or proceeds due USWLD from USWC, from the PAR settlements.

Notice

Section 3. Calculation of USWLD Uncollectible Bad Debt Allowance

- 3.1 Effective with the first PAR Statement and Bill Period thereafter for a period of six months, USWC will apply a factor of 4% for an Uncollectible Bad Debt Allowance (hereinafter "Allowance"). Such factor will be multiplied by the Subtotal (Line F) on the PAR Statement to determine the Allowance for the first six (6) months.
- After the first six months and until USWLD has established twelve months of Service, USWC will track the uncollectible bad debt amounts. If USWC determines there is a significant change in billing with respect to current billed revenue and uncollectible bad debt amounts, USWC reserves the right to increase/decrease the Allowance.
- 3.3 After the first twelve months of Service, on a quarterly basis, USWC will track a six month average uncollectible bad debt amount based on the most current six months of Realized Final Account Uncollectibles. If the difference between the average uncollectible bad debt amount and the Allowance is greater than ten percent (10%) of the Allowance or is greater than one hundred thousand (\$100,000), such difference will be added or subtracted from the Allowance and will be reflected on the following PAR Statement. USWC reserves the right to review the uncollectible bad debt amounts more frequently than on a quarterly basis and to make an adjustment to the Allowance in accordance with the provisions described herein.

Section 4. Recourse of Realized Final Account Uncollectibles

4.1 On a monthly basis, USWC will identify all USWLD End User accounts written off by USWC as uncollectible after a final bill has been rendered at either the account or entity level and shall compute the realized uncollectibles. Such realized uncollectibles will be recoursed to USWLD on the monthly PAR Statement. USWC will provide USWLD documentation reflecting uncollectibles by Billing Telephone Number ("BTN"), at the account or entity level, by the 15th of each calendar month for the previous month's data.

Section 5. Payment Date

- For any PAR settlement, the Payment Date for the payment of the Amount Due USWLD or USWC shall be the date determined by a Weighted Average Payment Date of message revenue received from USWLD and processed by USWC during the settlement month plus the average number of days until expected billing plus the number of days calculated in the most recent End User Payment Lag Study.
- 5.2 If such payment date falls on a Sunday or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday.
- 5.3 If such payment date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment date shall be the last, non-holiday day preceding such Saturday or holiday.
- In the event there are no message revenues received from USWLD during a calendar month or if the PAR settlement yields a negative Notice

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Amount Due as described in Section 2.3 above, the payment date for the Amount Due USWLD/USWC will be the last business day of the month following the PAR settlement month.

Section 6. Payment Method

6.1 Any payment to USWLD from USWC or to USWC from USWLD will be transmitted by USWC or USWLD to a designated bank account of USWLD or USWC by electronic funds (wire or ACH) transfer. Payment must result in immediately available funds upon receipt by the other party. Any portion of the Amount Due USWLD or USWC received by USWLD or USWC in funds which are not immediately available to USWLD or USWC on the payment date will be subject to a late payment penalty.

Section 7. Late Payment Penalty

- 7.1 With respect to the PAR settlement, any amounts owing by USWLD or USWC, which do not comply with the payment methods set forth in Section 6 above will be subject to a late payment penalty. The late payment penalty shall be the portion of the Amount Due USWLD or USWC (as defined in Section 2 above) received after the Payment Date times an interest factor. The late payment interest factor is the Commercial Paper Interest Rate as described in Section 8 below.
- Any late payment resulting from bank error will not be subject to the late payment penalty provided the sending party (party making payment) can verify that it was not at fault. It is the responsibility of the sending party to notify the banks involved and coordinate resolution of the discrepancy.

Section 8. Commercial Paper Interest Rate

8.1 Except for the provisions of Section VII of the Agreement, any amounts owed by USWLD or USWC may be subject to the time value of money interest rate due to temporary dislocations of financial resources. The time value of money interest rate will be represented by the Federal Reserve AA dealer commercial paper rate as of the last work day of the appropriate month for ninety (90) day commercial paper.

Section 9. Notification of Disputed Accounts Receivable Amount

9.1 Should either party dispute any portion of the amount due; said party shall notify the other party in writing of the nature and basis of the dispute within a reasonable period of time from the date of discovery of that which gave rise to the dispute. The substantiated claim should be provided by the claiming party with sufficient detail to allow investigation by the other party.

Section 10. Payment of Disputed Accounts Receivable Amount

10.1 Should the dispute not be resolved by the Payment Date, the PAR settlement amount shall be due and payable in full as described in Section 6 above. The claiming party reserves the right to have claim against the other party for reimbursement until the dispute is resolved.

Section 11. Ultimate Settlement of Disputed Accounts Receivable Amount

- In the event that either party files a substantiated claim, the receiving party will have thirty (30) days from the notification date, or other mutually agreed period, to acknowledge receipt of the claim and inform the notifying party of the claim status. Should the claim, in whole or in part, ultimately be resolved in favor of the claiming party, that party shall be entitled to a refund, with interest, from the other party to the extent the claim was substantiated. The amount of said refund, including interest, shall be an amount equal to the substantiated claim amount plus interest calculated using the Commercial Paper Interest Rate, set forth in Section 8 above.
- 11.2 If the claim is received within six (6) months of the PAR settlement date, the interest will be calculated by applying the Commercial Paper Interest Rate set forth in Section 8 above from the PAR settlement payment date through the claim resolution and remittance date.
- 11.3 If the claim is received after six (6) months from the PAR settlement date, the interest will be calculated by applying the Commercial Paper Interest Rate set forth in Section 8 above from receipt of the claim notification through the claim resolution and remittance date.
- 11.4 Payment must result in immediately available funds on the Payment Date. The total amount of the claim shall be paid no later than thirty-one (31) business days after written notice to the claiming party that the claim has been resolved.

Section 12. Retention of Supporting Data Concerning Disputed Amount

12.1 Both parties shall retain such detailed information as may reasonably be required for resolution of the disputed amount during the duration of the dispute.

Section 13. End of Agreement Settlements

In the event USWLD discontinues submitting its messages for billing and/or this Agreement is terminated, USWC will prepare a PAR Statement each month for twelve months thereafter. During such time, the Allowance will be used to offset future settlement amounts due USWC. If, during the final twelve months, an amount due USWC is not covered by the Allowance, USWLD agrees to pay the amount due USWC by the payment due date. If, at the end of the final twelve months, an amount is left in the Allowance, USWC agrees to pay the amount due USWLD by the payment due date.

EXHIBIT E

TREATMENT AND COLLECTION POLICY

EXHIBIT E

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TREATMENT AND COLLECTION POLICY

Section 1. GENERAL

1.1 This Exhibit E sets forth a general overview of treatment and collection activities performed by USWC on behalf of USWLD's End Users. Notwithstanding Section XXI of this Agreement, USWC may modify the operational procedures described in this Exhibit E upon thirty (30) day's written notice to USWLD. Any modification to such procedures will be intended to improve results. All changes required by regulatory authorities will be made in accordance with the rulings of the regulatory authority.

Section 2. END USER BILL

- 2.1 The End User bill will indicate the previous balance and the total amount owing at the account level.
- 2.2 The End User bill will identify a "pay by date" for payment of total amount owing on an account level.

Section 3. LIVE TREATMENT AND COLLECTION

- Live treatment decision criteria for a given End User account is the same for all interexchange carrier customers, regardless of the restriction capabilities Entity Specific Denial, Full Toll Denial, Full Service Denial, as those terms are described in this Section. End User accounts will be considered treatable when the Remove from Treatment Amount ("RTA") has been exceeded. The RTA shall vary dependent upon End User customer risk or non-risk credit classification as determined by USWC.
- 3.2 Treatment and denial activity is dependent upon the regulatory requirements of each state and technical capabilities. Subsections 3.3 through 3.5 describe the different kinds of treatment and denial activities used within USWC.

3.3 Entity Specific Treatment

- A. Entity Specific Treatment is initiated when individual entity charges exceed the entity RTA.
- B. Entity Specific Treatment shall be used for USWLD's End User accounts served out of Central Offices that have the technology to deny on an individual carrier basis and where approved by state regulatory rules.
- C. A Deny Notice is generated to the End User when an entity(s) RTA has been exceeded on a given End User account. All entities will be displayed on the same Deny Notice and only one Deny Notice is issued to an End User in a billing month.

3.3.1 Entity Specific Denial

A. USWC shall follow its Treatment and Collection procedures up to and including denial activity. When an account reaches a denial status USWC will: i) Block LIDB; ii) Send notification to USWLD of denial activity.

- B. When an End User account has been denied, USWC shall continue treatment on USWLD's portion of the account. Treatment will include issuing entity final bills and performing the associated collection functions.
- C. USWC will notify USWLD that service to the End User has been restored after the account is made current and secured as appropriate.

3.4 Group Treatment

- A. Group Treatment is initiated when a group of comparable carrier charges exceeds the group RTA.
- B. Group Treatment shall be used for USWLD's End User accounts where approved by state regulatory rules and where technically feasible.
- C. USWLD cannot elect to be exempt from Group Treatment.
- D. A Deny Notice is generated to the End User when group RTA criteria has been exceeded on a given End User account. All entities will be displayed on the same Deny Notice and only one Deny Notice is issued to an End User in a billing month.

3.4.1 Full Toll Denial

- A. Full Toll Denial is the restriction of direct dialed and LIDB validated alternate billed access to all carrier networks without restricting access to the local network.
- B. USWC will block via Full Toll Denial on behalf of USWLD where approved by state regulatory rules and where technically feasible.
- C. USWC will notify USWLD that service to the End User has been restored after the account is made current and secured as appropriate.

3.5 Account Level Treatment

- A. Account Level Treatment is initiated when total account charges exceed account RTA.
- B. USWC shall utilize Account Level Treatment on behalf of USWLD in those Central Offices where Entity Specific Denial or Group Treatment is not available.
- C. A Deny Notice is generated to the End User when the account level RTA has been exceeded on a given End User. The Deny Notice identifies the total amount owing for the account.

3.5.1 Full Service Denial

- A. Full Service Denial is the restriction of access to all telephone network services when the combined charges for all entities, including local service charges, are not paid.
- B. USWC shall block via Full Service on behalf of USWLD unless prohibited by state regulatory rules.

- C. USWC will perform denial functions which will prevent the End User from accessing the USWLD network. Denial functions include, but are not limited to, blocking network access.
- D. USWC will notify USWLD that service to the End User has been restored after the account is made current and secured as appropriate.

Section 4. CUSTOMER NOTIFICATION OF DENIAL

4.1 USWC will use best efforts to notify USWLD via CARE or other mutually agreed upon medium that an End User should be denied. USWLD will again be notified via CARE, or other mutually agreed upon medium when the End User's account is restored.

Section 5. PAYMENT ALLOCATION

- 5.1 End Users shall have the right to direct application of payments to specific entity amounts due. In the absence of such End User payment designation, USWC shall apply payments to the receivables using a pro rata method or in accordance with state regulatory rules as described in Section 5.2 below. This pro rata is based on the percentage owing for each entity receivable to the total amount owing on the account. The percentage established for each entity shall be used as the percentage of the payment applied to each entity receivable.
- In the event state regulatory rules direct USWC to use another method for designating End User payments, USWLD understands and agrees that USWC shall comply with such regulatory direction.
- 5.3 End Users shall be advised of their payment direction rights and of the default payment allocation method.

Section 6. <u>ADMINISTRATION OF CUSTOMER'S RESIDENCE AND BUSINESS END</u> USER DEPOSITS

- 6.1 USWC may collect a deposit on new and existing USWLD End User accounts based on known or unknown credit risk, consistent with state regulatory rules.
- 6.2 USWC may request a deposit on existing USWLD End User accounts when an account has been Entity Specific, Full Toll or Full Service Denied for non-payment of account charges.
 - 6.2.1 If, on an existing account, USWC determines the USWLD deposit is not sufficient, USWC may negotiate for a larger deposit on behalf of USWLD.
 - 6.2.2 Deposits may be waived if, in the judgment of USWC personnel, such allowance should be given. Service may be restored without deposit when, in the judgment of USWC personnel, such allowance should be given.

Section 7. DISPOSITION OF CUSTOMER'S DEPOSITS

- 7.1 Deposits negotiated and secured by USWC, on behalf of USWLD, will be maintained in the event of unpaid USWLD charges. USWC will return and refund USWLD's deposit to the End User using the same criteria it uses for all other customers of billing and collection services.
- 7.2 Deposits that are retained by USWC accumulate simple interest or at state regulatory commission prescribed interest rates. At the time of USWLD or total

The information contained herein should not be disclosed to unauthorized persons. It is meant for use by authorized representatives of U S WEST and USWLD only.

account disconnection, or such time as the End User has reestablished credit. USWC will apply the deposit (including interest) to USWLD's portion of the End User bill.

Section 8. FINAL TREATMENT AND COLLECTIONS

- 8.1 All final treatment is mechanized and each entity or account that is finaled will be treated until the entity or account final bill is paid or written off. Once an entity or an account is finaled, USWC will continue to attempt to collect. USWC may refer any entity or final bill to an outside collection agency for collection action.
- 8.2 Payments received after an entity or account is disconnected will be allocated as described in Section 5 of this Exhibit.

Section 9. CUSTOMER END USER DISPUTE HANDLING WITHOUT LIMITED INQUIRY SERVICE

- 9.1 A dispute is an unresolved claim whereby an End User refuses to pay a specific USWLD charge(s).
- 9.2 The following dispute procedures shall apply when USWLD does not purchase Limited Inquiry Service.
 - 9.2.1 When an End User contacts USWC disputing USWLD charge(s) on the shared bill, USWC will refer the End User to USWLD. If the End User refuses to contact USWLD or has already contacted USWLD but does not consider the dispute resolved, USWC will notify USWLD via the Carrier Memorandum process. USWC will identify the End User, the charge(s) in question, the nature of the dispute and the call detail. This information is sent to USWLD as an initial notification. USWLD shall contact the End User, resolve the dispute and will respond to USWC with a detailed disposition of the dispute via the EC Memorandum within thirty (30) calendar days.
 - 9.2.2 Subsequent to day thirty-one (31), USWC will check the End User account and:
 - 1) If USWLD has made an Adjustment, USWC considers the charge(s) in question to be resolved.
 - If USWLD sustained the disputed charge(s), USWLD will send USWC an EC Memorandum indicating the charge(s) has been sustained and any other pertinent information. USWC will continue to pursue collection action. If the End User continues to refuse to pay the USWLD sustained charge(s), USWC will issue a Refusal to Pay adjustment to the End User's account. The End User will be advised that the charge(s) are not forgiven and that USWLD has the right to block the End User's access to the USWLD network or pursue other collection activity.
 - 3) If USWLD has not made an adjustment or sustained the charge(s), USWC will issue the adjustment on the End Users account.
- 9.3 In the case of obvious fraud or abuse by the End User involving the dispute process, USWC reserves the right to refuse to adjust the charge(s) and to treat the End User on an individual case basis, up to and including denial.

Notice

Section 10. CUSTOMEN END USER DISPUTE HANDLING WITH LIMITED INQUIRY

- 10.1 A dispute is an unresolved claim whereby an End User refuses to pay a specific USWLD charge(s) and USWC cannot resolve the dispute.
- 10.2 The following procedures shall apply when USWLD purchases Limited Inquiry Service as described in Exhibit B. Section II.
 - 10.2.1 When an End User contacts USWC disputing USWLD charge(s) on the shared bill, USWC will make every attempt to sustain the charge(s). If the End User refuses to pay for the charge(s), USWC will adjust the charge(s) as a Refusal to Pay. The thirty (30) day dispute Carrier Memorandum process does not apply. The End User will be advised that the charge(s) may not be forgiven and that USWLD has the right to block the End User's access to the USWLD network or pursue other collection activity.
- 10.2.2 In the event an End User disputes a portion of the USWLD charge(s), i.e., a discount amount, USWC may negotiate a partial adjustment amount on behalf of USWLD.
- 10.3 In the case of obvious fraud or abuse by the End User involving the dispute process, USWC reserves the right to refuse to adjust the charge(s) and to treat the End User on an individual case basis, up to and including denial.

Section 11. BANKRUPTCY

- 11.1 In the event an End User files bankruptcy, USWC will file proofs of claim and amended proofs of claim, on behalf of USWLD, when in USWC's discretion the filing of a proof of a claim is likely to result in the claim being paid.
- 11.2 USWC shall not represent USWLD in any hearings, creditors' committee meetings or other court matters regarding the filed proofs of claim.

Section 12. POLITICAL ACCOUNTS

- 12.1 USWC shall require security on all political accounts billed by USWC on behalf of USWLD.
- 12.2 When USWLD's portion of a given political account receivable is considered uncollectible, it shall be subject to final bill recourse.
- 12.3 USWLD shall be responsible for filing reports, as required by the FCC, regarding security on USWLD's political accounts.
- 12.4 USWC shall not represent USWLD in any court or agency matter.

EXHIBIT F PERFORMANCE BASED PRICING PLAN

EXHIBIT F

PERFORMANCE BASED PRICING PLAN **TABLE OF CONTENTS**

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PERFORMANCE BASED PRICING PLAN

Section 1. General

- 1.1 The parties desire to control the amount of uncollectible bad debt on USWLD's End User accounts for which USWC bills and collects. Furthermore, the parties desire to implement a schedule of Message Ready bill rendering rates based on the level of USWC's performance of collection activities for USWLD End User accounts (hereinafter referred to as the "Performance Based Pricing Plan").
- 1.2 USWLD reserves the right to conduct an Audit pursuant to Section IX of the B&C Agreement. However, USWLD shall not file revenue claims against USWC based on USWC's Business Office Collection Performance.
- 1.3 The Performance Based Pricing Plan is offered to USWLD in accordance with Section VII.C.1.
- 1.4 USWC will establish the Performance Based Pricing Plan on the commencement of USWLD's submitting 1+ traffic to USWC under USWLD's primary CIC for January, 1998 through December, 1999.
- 1.5 USWLD agrees that all new services implemented under the Performance Based Pricing Plan will be mutually agreed upon for inclusion in this Plan.
- 1.6 The Performance Based Pricing Plan applies only to USWLD messages in a USWC shared End User bill.

Section 2. Exclusions

2.1 The Performance Based Pricing Plan will exclude the following services:

International Originated Collect Calls 900 Services Pay-Per-Call Specialized Services & Products

Section 3. Definitions

Business Office Collection Performance

All treatment and collection activities (including systems that support treatment and collection activities), both manual and mechanized, performed by USWC on behalf of USWLD, commencing when the pay-by date is not met and continuing through the date at which the account is referred to an outside collection agency.

Plan Billed Revenues

End User Billed Revenues used in the settlement of the Performance Based Pricing Plan and consisting of USWLD's and Message Ready accounts receivables purchased by USWC.

Notice

Settlement Periou

The time period covering Plan Billed Revenues associated with accounts receivable purchased by USWC from January 1st through December 31st annually for the term of the Agreement.

Section 4. Performance Based Pricing Plan

4.1 Scope:

- 4.1.1 The Performance Based Pricing Plan will consist of USWLD Billed Revenue dollars purchased by USWC. USWLD understands that under this Exhibit F, Performance Based Pricing Plan, it may be eligible for a discounted/adjusted Bill Rendering rate.
- 4.1.2 USWC will settle using the appropriate Bill Rendering rate when USWLD has met the billed revenue volume and performance described in Appendix 1 of this Exhibit.
- 4.1.3 USWLD Billed Revenue received in each calendar year will be annualized to calculate the billed revenue volume. USWLD must meet or exceed the \$250,000,000 level in End User Billed Revenue.
- 4.1.4 The applicable bill rendering rate will apply for each month of the Plan Period and will appear on the USWLD B&C Invoice.

4.2 Responsibilities of the Parties:

- 4.2.1 USWLD agrees that messages submitted to USWC for billing shall not be older than ninety (90) days.
- 4.2.2 USWLD understands the Performance Based Pricing Plan shall apply only in those states where USWC has Full Toll Denial (FTD) or Selective Carrier Denial (SCD) capability or any other denial service offering to deny local service or access to USWLD's network for non-payment of USWLD services.
- 4.2.3 In the event a legislative, regulatory, judicial order or activity limits USWC's ability to collect, USWLD and USWC will jointly assess the affect of such order or activity and will modify the Performance Based Pricing Plan within thirty (30) days of completion of the assessment.
- 4.2.4 USWLD will not request that USWC waive a deposit on an End User account under this Performance Based Pricing Plan.
- 4.2.5 USWLD understands that USWC reserves the right to terminate this Exhibit upon thirty (30) day's written notice to USWLD in the event USWC no longer offers Pricing Performance Plans. However, in no event shall this Exhibit F extend beyond December 31, 1999.
- 4.2.6 This Performance Based Pricing Plan will be in effect only if USWLD is in compliance with the Principal Agreement and all Exhibits, Attachments, Supplements and Addenda thereto.

4.2.7 When technically feasible, USWC will begin to reject USWLD's PIC change requests on accounts denied for non-payment of toll charges.

4.3 Formula for Calculation of Plan

- 4.3.1 The net bad debt (NBD) percent will be determined by dividing the Actual Realized Uncollectibles for the Associated Settlement Period by the Settlement Period Billed Revenues as described in Exhibit D, Section 3, of the Agreement, less exclusions stated in Section 2 of this Exhibit F.
- 4.3.2 The settlement amount will be determined by using the \$0.42 bill rendering rate set forth in Appendix 1, Performance Pricing Plan Matrix, as the base rate. The calculation will be made annually as follows:

The \$0.42 rendering rate is subtracted from USWLD's actual performance level. The difference is multiplied by the number of bills rendered on the USWLD B&C Invoice to yield a settlement amount.

If the settlement is a positive amount, USWC will make a credit adjustment to USLWD's B&C Invoice. If the settlement is a negative amount, USWLD will receive a debit adjustment on the B&C Invoice.

4.3.3 USWC will notify USWLD in writing in the event Billed Revenue is not met during the Settlement Period. In such event, there will be no settlement amount due USWLD and the terms and conditions of this Agreement shall not apply for the Settlement Period.

4.4 Settlement

- 4.4.1 The settlement calculation for the Performance Based Pricing Plan shall be separated from the PAR process as described in Exhibit D.
- 4.4.2 Settlements shall occur each year on September 30th, beginning in 1999 and continuing throughout the year 2000, unless terminated earlier under terms and conditions set forth in Section XVII of the Principal Agreement and set forth in Section 4.2.5 above.
- 4.4.3 In the event a settlement amount due either party is late, an interest rate will apply to the settlement amount in accordance with Section VII of the Agreement.

4.5 Settlement Report

4.5.1 USWC will prepare on a monthly basis a tracking report by state. The report will be published monthly throughout the plan year identifying the NBD and Billed Revenue levels to support the Pricing Plan.

4.6 Termination of Performance Plan

4.6.1 In the event USWC terminates this Exhibit F, USWC will calculate a settlement for Plan Billed Revenues through the month in which

The information contained herein should not be disclosed to unauthorized persons. It is meant for use by authorized representatives of U S WEST and USWLD only.

ternination occurred. USWC will calculate a settlement as described in Section 4.5 above. Any remaining months will be settled within ninety (90) days after USWC determines the Realized Final Account Uncollectibles for such Plan Billed Revenues.

APPENDIX 1 SCHEDULE OF BILL RENDERING RATES

APPENDIX 1 SCHEDULE OF BILL RENDERING RATES

Based on Volume of Billed Revenue (Receivables) And Bad Debt Performance (%NBD)

Bill	Billed	Billed
Rendering Rate	Revenue	Revenue
Per Bill	>/=\$250M	< \$250M
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1 0200111
	USWLD %	USWLD %
	NBD	NBD
RATE	THE PARTY OF THE P	
0.46	2.50 or Less	
0.44	2.51 - 3.50	
0.42	3.51 - 4.50	ANY
0.40	4.51 - 5.00	
0.38	5.01 - 5.50	
0.36	5.51 or More	

Arizona Corporation Commission U S WEST Communications - TKM-3 Exhibits of Teresa K. Million March 25, 1999

"Your Bill" Agreement

AGREEMENT FOR U.S. WEST YOUR BILL SERVICES

THIS AGREEMENT for the Provision of Your Bill Services (hereinafter "Agreement") is entered into this orday of 1999 between U S WEST Communications, Inc., a Colorado Corporation (hereinafter referred to as "USWC") and U S WEST Long Distance, Inc., a Colorado corporation, (hereinafter referred to as "USWLD"), acting through their authorized representatives.

1. Services

Subject to the terms of this Agreement, USWC agrees to provide and USWLD agrees to purchase **Your Bill** services for Remittance Processing, as each is further described herein and in exhibits hereto ("Services").

2. Term

This Agreement will be effective January 1, 1998 and will continue in effect for a period of two years thereafter unless terminated earlier under the provisions of Section 8, "Default," or upon ninety (90) days' prior written notice by USWLD to USWC.

3. Prices. Payment and Late Charges

- A. USWLD will pay USWC for Services covered under this Agreement at the rates stated in Exhibits hereto and for all applicable taxes. USWC reserves the right to adjust prices within one year of the effective date of the Agreement upon thirty (30) days prior written notice. In the event that such adjusted prices are not acceptable to USWLD, USWLD may terminate this Agreement by giving USWC thirty (30) days' written notice.
- B. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of USWC's invoice. USWLD shall have the right for a period of one hundred, twenty (120) calendar days following the receipt of invoice to initiate a dispute by notifying USWC in writing of the event of any dispute relating to the invoice. Should the dispute not be resolved by the invoice due date, USWLD shall, notwithstanding the continuing existence of the dispute, pay the invoice amount in accordance with the terms defined in this Agreement, but USWLD shall reserve and have claim against USWC for reimbursement after the dispute is resolved. Both parties shall retain such detailed information as may reasonably be required for resolution of the disputed amount during the duration of the dispute.
- C. Any amount not paid within thirty (30) days of the date of the applicable invoice shall bear a late charge equal to the lessor of:
 - The highest interest rate (in decimal value) which may be levied by law compounded daily for the number of calendar days from the payment due date to and including the date that USWLD actually makes the payment to USWC, or

 0.0003 per day compounded daily for the number of calendar days from the payment due date to and including the date that USWLD actually makes the payment to USWC, which would result in an annual percentage rate of 12%.

If any adjustment is due USWLD, USWC shall reflect such adjustment on an invoice including interest at the rate of 0.0003 per day compounded daily for the number of calendar days from the date of payment to the adjustment date.

Any tax or related charge, excluding income tax, which USWC will be required to pay to or collect for any government upon or with respect to Services rendered, will be billed to USWLD as a separate item and paid by USWLD unless a valid exemption certification is furnished by USWLD to USWC.

4. Indemnification

- A) With respect to third party claims, each of the parties agrees to release, indemnify, defend and hold harmless the other party and each of its officers, directors, employees and agents from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for personal injury to or death of any person or persons, or for loss, damage to, or destruction of real or personal physical property, whether or not owned by others, resulting from the indemnifying party's performance; or for failure to perform under this Agreement, regardless of the form of action.
- B) The indemnification provided herein shall be conditioned upon:
 - 1) The indemnified party shall promptly notify the indemnifying party of any action taken against the indemnified party relating to the indemnification.
 - 2) The indemnifying party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified party may engage separate legal counsel only at its sole cost and expense.
 - 3) In no event shall the indemnifying party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified party.

5. <u>Limitation Of Liability</u>

USWC shall exercise commercially reasonable efforts to provide Services as described in this Agreement. USWC does not otherwise warrant or guarantee Services, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. Either party's liability, regardless of circumstances, is limited to the amount paid by USWLD for the Services giving rise to a claim AND IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF PROFIT, OR ATTORNEY'S FEES.

6. Trademarks: Intellectual Property

Neither party may use, for any purpose, the other party's name or logo, in any form or abbreviation, nor its trade name(s), trademarks, or service marks, unless otherwise mutually agreed in writing by both parties. USWLD understands and agrees that any software employed by USWC in the provision of Services hereunder is and shall remain the valuable, proprietary and confidential property of USWC.

7. Force Majeure

Neither party shall be liable to the other for delays or failure in performance, or for loss or damage, due to fire, explosion, power blackout, earthquake, volcanic action, flood, strike, war, civil disturbance, governmental requirements, acts of God or such similar causes beyond the parties' reasonable control.

8. Default

In the event that either party defaults in the performance of any obligation under this Agreement and such default is not cured and corrected within thirty (30) days of written notice thereof (or such time as may be reasonable if so specified in the notice), then the non-defaulting party may immediately terminate this Agreement or terminate as otherwise provided in this Agreement, and pursue an action to recover damages as permitted by this Agreement.

9. Notices

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or three (3) days after being deposited, postage prepaid, in the United States mail and addressed as listed below or if transmitted by facsimile, upon issuance of the document receipt report at the sending location:

U S WEST Long Distance, Inc. 1801 California, Suite 2800 Denver, Colorado 80202 Attn: Kevin Phelps U S WEST Communications, Inc. 1801 California, Room 2130 Denver, Colorado 80202 Attn: Carol Janousek

Each party may change its representative by giving written notice to the other party.

10. Assignment

Either party may assign its rights and obligations hereunder, or any portion thereof, to a parent corporation, or a subsidiary of a parent corporation, upon prior written notification to the other party. Any other assignment or attempted transfer by USWLD is prohibited.

11. Non-Waiver

A failure, on any occasion, by either party to enforce or insist upon compliance with any provision of this Agreement, shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

12. Confidentiality

- A. As used herein, "Confidential Information" shall mean information disclosed by one party to the other in the course of providing Services.
- B. The parties agree to hold such Confidential Information in strictest confidence and shall use same solely for the purposes of this Agreement unless otherwise authorized in writing. Neither party shall disclose such Confidential Information to anyone except employees, agents, consultants or subcontractors to whom disclosure is necessary for the purposes set forth in this Agreement. The parties shall appropriately notify each such employee, agent, consultant and/or subcontractors that such disclosure is made in confidence and must be kept in confidence in accordance with this Agreement. Each party may only provide such confidential information if it secures the agent's, consultant's or subcontractor's written agreement to be bound by the terms of this Agreement.
- C. In the event permission is granted by a party to copy that party's Confidential Information, the receiving party agrees that each such copy shall contain and state the same confidential or proprietary notices or legends which appear on the original. Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions or patents now or hereafter owned or controlled by either party.
- D. The obligations imposed in this Agreement shall not apply to any information that is:
 - 1) already in the possession of the parties;
 - 2) is or becomes publicly available through no fault of either party;
 - 3) is received from a third party free to disclose it to a party;
 - 4) is independently developed by either party; or
 - 5) is communicated to a third party with express written consent of the parties.
- E. Without the prior consent of the other, neither party shall disclose to any third person, excluding those identified in paragraph B above, the existence or purpose of this Agreement, the terms or conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law and then only after first notifying USWC of such required disclosure. Furthermore, neither party nor its agents shall reveal the other as the source of Confidential Information described in this Agreement without its express, written consent.
- F. Neither party will disclose any subscriber account information with respect to accounts for which Services are provided hereunder, with the exception of that which is necessary to perform Services, including, but not limited to, subscriber

account information such as Customer Account Number, Bill Name and Address, and Amount Due.

13. Lawfulness

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate on written notice to USWLD to that effect. If a provision of this Agreement is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

14. Survival of Obligations

Each party's obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

15. Dispute Resolution

- A. All disputes between the parties with respect to Services provided hereunder shall be escalated through normal business procedures to the officer level prior to the commencement of any arbitration proceeding.
- B. Any claim, controversy or dispute between the parties shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

16. <u>Custom Request Service</u> ,.

Custom Request Service is the provision of new products, services or changes to existing products or services in response to USWLD's request and for which no standard price has been established. All Custom Requests will be reviewed by USWC to determine the feasibility of implementing the request and USWC reserves the right to deny any request. Where USWC agrees to provide the Custom Request Service, an estimate will be prepared based upon user needs document and/or specifications supplied by USWLD. Custom Request Service may be provided by amendment to this Agreement or by separate agreement, as mutually agreed by the parties.

17. Amendment

Amendments or modifications will be invalid unless made in writing and signed by both parties.

18. Third Party Beneficiaries

This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

19. Jurisdiction

This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the State of Colorado.

20. Complete Agreement

This Agreement, together with all attachments, constitutes the entire understanding of the parties with respect to the Services provided hereunder and supersedes all prior understandings, oral or written representation, statements, negotiations, proposals and undertakings. Neither party will be bound by any other representations.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Kathy Stophens

Name

VictorSiaent

Title

5-29-98

Date

US WEST LONG DISTANCE, INC.

U S WEST COMMUNICATIONS, INC.

Signature

Name C. E. Osborn

Title V.P.-Diversified Carrier Mkts

Date May 29, 1998

US West Law Department

Date: 6-1-98

EXHIBIT A Remittance Processing Services

This Exhibit A states the terms and conditions under which USWC will provide Remittance Processing Services to USWLD. The terms and conditions of the Agreement shall apply except as modified herein. To the extent of any conflict or inconsistency between the Agreement and this Exhibit, the provisions of this Exhibit shall control.

1. Description of Services

USWC will provide personnel and resources to perform remittance processing activities as described below.

Basic Remittance Processing Services include, but are not limited to, collection of envelopes mailed by USWLD's end users to the Post Office Box assigned, extraction of envelope contents, processing contents as described below, depositing funds in USWLD's designated bank account, and preparation of reports and/or transmission of data related to payments processed.

An interim process will be implemented to handle the low volumes of payments expected in March, April and May 1998, while development work is completed to implement a mechanized process. The target date for implementation of mechanized processing is June, 1998 to accommodate the expected, significant increase in payments per month.

Performance of the specific functions included in Services assumes that USWLD provides its customers a machine readable return document and window envelope, in conformance with specifications provided by USWC.

Initiation of Services will not begin prior to the successful completion of all tests agreed to by USWC and USWLD. All such tests must be completed successfully not less than ten (10) days prior to initiation of Service or as otherwise agreed to by both parties.

The parties understand and agree that schedules established for Service elements including, but not limited to, transmission cutoff, mail collection, and same day deposits, are dependent on a number of factors beyond the control of the parties, including time zone of processing center, Post Office service criteria and USWLD restrictions, and will be determined on an individual case basis.

2. Description of Deliverables

A. General Provisions

1) Bank Deposits and Confirmation of Funds Deposited. USWLD authorizes USWC to endorse checks and other payment instruments received and to deposit such items into USWLD's designated bank account. USWC will provide two reports as part of Basic Service, a Cash Letter Report showing the amount deposited to the bank, and a Detailed Transaction Report showing account and payment details for the transactions included in the day's deposit. Daily reports will be prepared at

the end of any day that processing occurs for USWLD. End-of-month reports will be prepared and transmitted to USWLD not later than three business days following the month being reported.

2) Holidays. The following days are authorized holidays for USWC:

New Year's Day

January 1

Memorial Day

Last Monday in May

Independence Day

July 4

Labor Day

First Monday in September

Thanksgiving Day

Christmas Day

December 25

USWC will conduct business as usual on days the US Post Office and banks recognize as holidays but that are not recognized by USWC. Deposit of proceeds from processing on those days will occur on the next business day. Transmission of processed payment data will occur on the day processed.

- 3) Scan Line Rejects. USWLD is responsible for insuring the optical character recognition ("OCR") quality of the scan line on the return document. If the "Can't Read" rate attributable to USWLD errors exceeds 3% on any given day, as determined from USWC remittance processing system generated reports, and USWLD, after notice by USWC that the Can't Read rate is at or above 3%, fails to correct the problem within three business days, or as mutually agreed, after that notice, then processing fees as described in the price list as Scan Line Rejects will become effective.
- 4) Changes to Scan Lines. USWLD must provide USWC sixty (60) days notice of its intent to make any change in the composition or location of the return document scan line. If changes are made to USWLD scan line without required notice and those changes result in scan line rejects greater than 3%, the Scan Line Reject surcharge will apply immediately.
- 5) Foreign Checks. Checks drawn on a currency other than Canadian or United States dollars will not be deposited by USWC but will be returned to USWLD for disposition. USWC will not adjust the amount of USWLD payments for discounts to Canadian funds.

- * T

6) Imperfect/Restrictive Notation Checks. USWC's remittance processing function is highly automated. As a result, many checks and documents are never individually touched or viewed. Consequently, it is unlikely that imperfect/restricted notation checks will be detected when processed. Examples include, but are not limited to: unacceptable payee, post or stale-dated checks, unidentified drawer, altered checks and checks with restrictive notation. If a check with some fault is detected in the course of processing, USWC will follow conventional banking practices for correcting and processing such check. Imperfect/restrictive notation checks and associated documents which have been detected and cannot be processed will be sent to USWLD for disposition.

7) Client Use of Gift Certificates and Coupons. Negotiable instruments, such as gift certificates containing bank compatible MICR encoding, can be processed mechanically once the mechanized process is in place. Promotional Coupons will be processed manually. USWLD will provide thirty (30) days' advance notice to USWC when coupons are being mailed to end users.

B. Basic Remittance Processing Services.

Services provided by USWC include the following:

- 1) Collection of mail from USWLD owned post office box in accordance with Post Office mail availability and the schedule used for USWC remittances. USWC will exercise its best efforts to collect mail not less than once each business day.
- 2) Extracting contents of USWLD return envelopes.
- 3) Sorting contents by Payment Batch Types or Other Batch Types.
 - -Payment batch types are:

Singles- one document, one check

Multiples- any combination of more than one check and/or more than one document

Unidentified- any payment received without a return document Cash- payments that includes coin or currency, with or without return document

-Other batch types include:

Correspondence- envelopes containing any communication written on a piece of paper other than the document or check

List Payments- multiple payments without return documents involving a printed listing of account numbers with one or more checks

- 4) Capturing scan line information, check MICR data and payment amount.
- 5) Prepare deposit of processed checks and transportation to USWLD's bank prior to cutoff time for same day deposit. Payments containing cash and currency will be processed and deposited weekly until directed otherwise by USWLD.
- 6) Sending USWLD or its agent a daily data file of captured account information and payments processed based on specifications agreed to between USWC and USWLD. The file send process will include mutually agreed upon procedures for acknowledging successful receipt of the file send.
- 7) Preparing a package of all correspondence, change of address requests, supporting documentation for unidentified payments batch, etc. and sending by overnight mail, as directed by USWLD.
- 8) During both the interim and mechanized processing periods, USWC will retain copies of captured payment information transmission files for a minimum of one

month, at which time data will be purged. USWC further agrees to re-transmit files upon the request of USWLD at no cost to USWLD for a period of one month following the original transmission. During the operation of the interim process, USWC will send copies of MICR data to USWLD in a separate file as part of the daily file transmission. USWC will maintain copies of the MICR information captured during interim processing for a period of six months. Once the mechanized process is in operation, USWC will send MICR data to USWLD in two separate files as part of the daily transmission. MICR information will be retained by USWC for a period of one month at which time data will be purged. USWC further agrees to re-transmit files upon the request of USWLD at no cost to USWLD for a period of one month following the original transmission. USWLD remittance documents will be kept for not more than three days or as determined locally by the processing office.

9) Processing requests from USWLD to investigate un-applied payments to determine if a keying error is involved. USWC will provide the results of the investigation to USWLD by the end of the second business day following request.

C. Performance Standards.

- 1) 100% of the checks processed prior to the transmission cutoff time will be deposited that same day. (Cash received with payments will be deposited as directed by USWLD.)
- 2) USWC will transmit processed payment information to USWLD by 3:00 p.m. Central Time of the day received or as mutually agreed by both parties.
- 3) The combination of availability of mail at the Post Office and transmission cutoff time affects the amount of time available for processing. Mail availability and the processing time available will be studied and a mutually agreeable Percent Payment Processing objectives will be established within ninety (90) days of initiation of Service.
- 4) Un-applied Payment investigations will be completed prior to end of the second business day following receipt by the RPS. ("Un-applied Payment" is an account that does not post to the USWLD accounts receivable record as a result of an RPS keying or processing error).
- 5) Daily balancing and transaction reports will be transmitted not later than 3:00 PM Central time or as mutually agreed upon by both parties.
- 6) End-of-month reports will be transmitted to USWLD not later than the end of the third business day following the month being reported.
- 7) Additional metrics may be developed and mutually agreed upon at a later time, should the need arise. Such metrics will be incorporated into the Agreement by amendment.
- 8) If USWLD identifies that performance standards are not being met, USWC will provide USWLD with an action plan to correct the problem. Upon request by USWLD, the Parties will make best efforts to negotiate reduced pricing for the period of time performance standards were not met. If the action plan does not bring USWC's performance up to standards within mutually agreed upon time frames, or in the event reduced pricing is not mutually agreed upon, USWLD may immediately terminate the Agreement.

D. Notification Procedures in Case of System Outage.

USWC and USWLD recognize that system failures will occur from time to time. Every effort will be made by both parties to restore service in the shortest possible time and to mitigate the effect of any outage where possible. It is the responsibility of the party discovering the outage to notify the other party of the failure immediately. Subsequent updates providing information regarding the extent of the failure, corrective action being taken and anticipated outage time shall be made in a timely manner. Once the problem has been fixed, the other party will be informed immediately and steps will be taken to restore necessary data as appropriate.

E. Interim Procedures.

During the period that final development and testing of the image based remittance processing system for non-USWC entities is being completed, USWC will provide interim payment processing service. This process will provide all functionality described in this Exhibit except that the scan line information from the return document and the MICR data from the USWLD payment will be keyed manually.

3. Charges

- A. All development fees charged by USWC for development of Services will be on an individual case basis ("ICB").
- B. USWLD agrees to pay the fees for Services charged by USWC as shown in Attachments A and B hereto. Attachment A is in effect during the interim process only and automatically expires and is replaced by Attachment B upon implementation of the mechanized process. Bank fees and other charges are the sole responsibility of USWLD and USWC acts in no way as an agent for the bank.
- C. USWLD will be billed for the cost of providing the interim process in accordance with Attachment A, Interim Process Prices.
 - "Manual Keying of Singles, Multiples and Checks Only," as listed in Attachment A, involves the opening, extraction and keying of singles, multiples and checks only, as defined in Section 2.B.3 of this Exhibit. USWLD will be charged at the rates stated in Attachment A for such service.
- D. Both Parties understand and agree that only those prices stated in Attachment A for the development of the interim process and for the manual keying of singles, multiples and checks are firm prices. All other prices stated in Attachment A and all prices stated in Attachment B are preliminary.

USWC will provide firm pricing for all services covered hereunder when the costs of providing services have been adequately identified. Such firm prices will be retroactive to January 1, 1998. A true-up between those charges imposed at preliminary price rates and firm pricing rates will be conducted within thirty (30) days of the date upon which firm prices are established, but in no event later than December 31, 1998.

USWC will exercise commercially reasonable efforts to provide firm pricing in conjunction with the initiation of mechanized processing of singles, multiples and checks only, but in no event later than November 30, 1998.

E. Custom Request Services are services not specifically addressed in this Exhibit. Prices used to establish Custom Request Service will be developed on an individual case basis.

Attachment A to Exhibit A

Interim Process Prices Remittance Processing Services

Price Elements

Title Elements		
Non-recurring Charge for Development of Interim Process (based on development hours)	\$80.00/hr.	
Non-recurring Charge for Development of Interim Process for forwarding MICR Data	\$80.00/hr.	
Non-recurring Charge for Set-up	\$	575.00
Monthly Recurring Basic Charge	\$	360.00
Hourly Rates for Processing Singles, Multiples and Checks Only, as described in Section 1	\$44.00/hr.	
Usage Sensitive Rate per Occurrence		
Cash Transactions	\$	5.00/ deposit
Bank Deposit and File Transmission (one per day)		
Three client fields are included in monthly recurring charge. (USWLD requested fields are Tran Type, Account Number and Amount).	No additional charge	
Per field over three fields	ICE	
Additional Transmission	ICE	}
Courier/Postage/Post Office Costs	Actual cost	
Overnight Mail Received	\$.50/ item
Custom Requests(e.g. scan line changes, etc.)		ICB
Scan Line Rejects in excess of 3% (after notification)	\$.15/ item

Custom Services (Only upon request)

Additional Band Deposit and File Transmission (Three client defined fields are included)

ICB

Per field over three fields

ICB

Fax Transmission (Client requested faxes related to information previously transmitted electronically e.g., payments processed, bank deposits and system generated reports and data).

Monthly Recurring Base Charge

\$ 150.00

Transaction Charge

1.25/ item

Advice of Deposit (telephone call notification)

\$ 50.00/ month

Research

ICB

Attachment B to Exhibit A Preliminary Prices Remittance Processing Services

Price Elements

Non-recurring Charge for Systems		
Development and	\$ 5,000.00	
Monthly Recurring Basic Charge	\$ 360.00	
Usage Sensitive Charges per Occurrence		
Basic Item Charge		
Singles	\$.13/ item	
Multiples	\$.22/per item	
Checks Only	\$.22	
List Processing	\$.25/ payment +basic item cl	
Unidentified	\$.20/ item + basic item char	
Correspondence	\$.20/ item	
Promotional Coupons	\$.35/ coupon	
Photocopy	\$ 1.00/ page	
Cash Transactions	\$ 5.00/ deposit	
Bank Deposit and File Transmission (one per day)	š	
Three fields are included in monthly recurring charge.	No additional charge	
Per field over three fields	ICB	
Additional Transmission	ICB	
Courier/Postage/Post Office Costs	Actual cost	
Overnight Mail Received	\$.50/ item	
Custom Requests(e.g. scan line changes, etc.)	ICB	
Scan Line Rejects in excess of 3% (after notification)	\$.15/ item	

Custom Services (Only upon request)

Additional Band Deposit and File Transmission (Three client defined fields are included)

ICB

Per field over three fields

ICB

Fax Transmission (Client requested faxes related to information previously transmitted electronically e.g., payments processed, bank deposits and system generated reports and data).

	Monthly Recurring Base Charge	\$	150.00
	Transaction Charge	\$	1.25/ item
Advice of D	eposit (telephone call notification)	\$	50.00/ month
Research		CB	
Payment In	vestigations	ICB	

Arizona Corporation Commission U S WEST Communications - TKM-4 Exhibits of Teresa K. Million March 25, 1999

Annual Compliance Training, Section 272 and Docket 96-150

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code of business ethics and conduct

corporate POLICIES



Affiliate Relationships

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- 1. Introduction
- 2. Requirements and Interpretations
- 3. Reference Sources

Section 1: Introduction

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IT IS THE POLICY OF U S WEST to comply with all state and federal regulatory requirements governing the relationship and dealings between U S WEST Communications and other entities within U S WEST, including requirements related to the flow of information between entities.

Purpose

The purposes of this policy are to:

- help to ensure compliance with state and federal regulatory requirements applicable to U S WEST Communications (USWC) and its dealings with U S WEST affiliates, including the requirements for handling Customer Proprietary Network Information and the proprietary information of other telecommunications carriers;
- ensure that financial, legal and regulatory considerations are reviewed prior to entering into a business event that involves both regulated and nonregulated entities.

Scope

This policy applies to U S WEST, Inc., its business units, partnerships, or joint ventures where U S WEST has a majority ownership position or exercises management control, and to such entities' officers and employees.

Section 2: Requirements and Interpretations

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Because USWC is a regulated "incumbent" local exchange carrier (LEC), its relationships with its affiliates are subject to a variety of rules imposed by state and federal regulatory authorities. For the most part, these rules apply to transactions between USWC and its affiliates, but certain rules also govern the flow of information between USWC and its affiliates. In addition, the Telecommunications Act of 1996 (1996 Act) requires USWC to provide elements of its services and facilities on a "wholesale" basis and in a nondiscriminatory manner. Because of these requirements, what USWC provides its affiliates may impact what USWC is required to provide its wholesale customers.

1. Affiliate Interest Requirements:

The Federal Communications Commission's (FCC) Part 32 rules govern transactions between an incumbent LEC (USWC) and its affiliates. The rules are as follows:

Asset Transfers:

- When USWC transfers an asset to an affiliate, USWC must book the net book value of the asset or its fair market value, whichever is higher.
- When an affiliate transfers an asset to USWC, USWC must book the net book value of the asset or its fair market value, whichever is lower.

Provision of Products and Services:

- When USWC provides products or services to an affiliate, the transaction must be booked by USWC as follows:
 - A tariff rate must be used to the extent that one exists.
 - Absent a tariff rate, Prevailing Company Price (PCP) is established if sales by product or service are greater than 50% to external third parties. The 50% rule does not apply to 272 affiliates there is a rebuttable presumption that non-discrimination requirements produce rates that represent PCP.
 - Services that are neither Tariffed nor PCP must be valued at fully distributed cost (FDC) or fair market value (FMV) whichever is higher.
- When an affiliate provides products or services to USWC, the transaction must be booked by USWC as follows:
 - A Tariff rate must be used to the extent that one exists.
 - Absent a tariff rate, Prevailing Company Price (PCP) is established if sales by product or service are greater than 50% to external third parties. The 50% rule does not apply to 272 affiliates there is a rebuttable presumption that non-discrimination requirements produce rates that represent PCP.
 - Services that are neither Tariffed nor PCP must be valued at fully distributed cost (FDC) or fair market value (FMV) whichever is lower. Fair market value rules do not apply to those U S WEST entities who solely provide services to other U S WEST entities, e.g., U S WEST, Inc.

The FCC has also adopted rules governing the allocation of costs between regulated and unregulated services; these rules can affect transactions between USWC and its affiliates.

A number of states have adopted rules similar to the FCC's. In addition, several states have adopted additional affiliate interest transaction rules. These rules may create record keeping obligations and, in some instances, require state regulatory approval.

Questions regarding the FCC's or state affiliate transaction accounting and reporting requirements, or their cost-allocation rules, should be directed to the <u>Technical Accounting</u> web site, or to the Director - FCC Regulatory Accounting.

2. Technology Compensation:

U S WEST entities funding research and development of technology (whether within US WEST or not) shall receive fair compensation when a) U S WEST entities that did not fund the technology use it; or b) a non-funding U S WEST entity shares the technology with a non-U S WEST entity; or c) an entity's benefit is measurably disproportionate to its portion of the funding.

"Technology" means technical information such as software, inventions, technical practices, functional specifications as well as non-technical information such as market studies, market and business plans, market models and non-technical practices.

When technology is shared between the regulated and non-regulated portions of U S WEST, the funding and receiving entities conduct "arms length" negotiations to determine fair compensation for the shared technology. The entities may utilize numerous tools to assist in establishing fair compensation, including industry benchmarking, market analysis, cost studies, replacement or reproduction costs, etc. If the two entities cannot reach agreement on fair compensation, the Executive Director - Financial Accounting will facilitate arms length negotiations to reach an agreement.

After an agreement has been reached, the technology being shared, the compensation and a statement of rationale for the negotiated compensation are to be documented in a Fair Compensation Memorandum of Agreement. The memorandum must be signed by the negotiating subject matter experts and approved by their respective approval authorities.

U S WEST employees faced with a situation that raises fair compensation considerations should contact their business unit compliance manager or the Executive Director-Financial Accounting.

3. Affiliate Changes or Restructuring:

The FCC and state regulatory commissions also require reporting of information relating to affiliate changes or restructuring, typically before such changes are effected. Contemplated business events that may involve both regulated and nonregulated entities affiliated with US WEST must be reviewed with the Executive Director-Financial Accounting who will obtain necessary Public Policy and Law Department input before a corporate decision is made.

4. Rules Applicable to Specific Entities:

Additional rules govern the relationship between USWC and specific affiliates.

- U S WEST Long Distance (USWLD). Under the 1996 Act USWC may provide interLATA services within its region only after obtaining FCC authorization and only through a "separate affiliate." Specifically:
 - USWLD must "operate independently" from USWC; the FCC has interpreted this to mean that USWC and USWLD may not jointly own any switching or transmission facilities, or the buildings in which such facilities reside, and neither entity may install, operate, or maintain switching or transmission facilities belonging to the other.
 - An officer, director, or employee of USWC may not also be an officer, director, or employee of USWLD.
 - USWLD may not obtain credit under any arrangement that would give a creditor recourse to USWC's assets in the event of default.
 - USWC must conduct all transactions with USWLD on an "arm's length" basis, and it must post a description of each such transaction on the Internet.
 - USWC may not discriminate in favor of USWLD in the provision (or procurement) of goods, services, facilities and information. When USWC provides any goods, services, facilities, or information to USWLD, it may be required to provide them to another entity on the same terms.

These requirements take effect when USWLD begins providing interLATA service in an in-region state, though USWC must show its compliance with the separation

requirements as a part of its application for interLATA authorization. Once the requirements take effect, they may apply to prior events. For example, the FCC has determined that USWC's transactions with a separate affiliate that take place before it becomes subject to the separation requirements must be posted on the Internet at the time the requirements take effect. The separate affiliate requirement expires three years from the date of authorization. Because interLATA authorization comes state by state, the separate affiliate requirement will expire at different times in USWC's various states.

- U S WEST Wireless. The FCC has adopted rules requiring USWC to provide commercial mobile radio (wireless) services only through a corporate affiliate, which is subject to certain separation requirements. That affiliate:
 - must maintain separate books of account;
 - may not jointly own transmission or switching facilities with its affiliated LEC,
 and
 - must acquire services from the affiliated LEC on a compensatory, arm's length basis pursuant to the affiliate transaction rules.

5. Flow of Information Among Affiliates:

Except as limited by its contracts with customers and suppliers, USWC is generally free to use information in its possession for its own purposes and to share that information with its affiliates.

The 1996 Act, however, limits the ability of all telecommunications carriers (including USWC, U S WEST Long Distance, and U S WEST Wireless) to use certain types of information in their possession, including proprietary carrier information, customer proprietary network information (CPNI), as well as customer information generally. The 1996 Act also imposes a nondiscrimination requirement on the flow of information between USWC and U S WEST Long Distance.

- Customer information. The 1996 Act generally obliges telecommunications carriers to
 protect the confidentiality of proprietary information of, or relating to, customers.
 Included in the class of customers to which this general confidentiality obligation runs
 are carriers (including resellers), end users (including enhanced service providers) and
 equipment manufacturers.
- Carrier information. The 1996 Act also requires a telecommunications carrier to protect the confidentiality of proprietary information it receives or obtains from a carrier. A carrier may not use such information "for its own marketing efforts". Determining whether particular information comes under this requirement will frequently involve the consideration of difficult legal issues.
- Customer Proprietary Network Information (CPNI). The 1996 Act restricts the uses telecommunications carriers may make of CPNI, which is defined generally as information relating to a customers' telecommunications services and their usage of those services including call detail.
 - The 1996 Act and FCC rules pursuant to that Act permit the sharing and use of CPNI between or among affiliates where the customer subscribes to discrete services offered by the sharing affiliates. For example, where a customer subscribes to both local service and Commercial Mobile Radio Services (CMRS), USWC is free to use the combined CPNI from these two offerings to fashion offers for other local or CMRS services.
 - Except with express customer approval, a telecommunications carrier may not

use CPNI among its internal affiliates where the customer subscribes to only one type of service except for purposes of marketing variations of that service. For example, if a customer subscribes only to the local service of the carrier (offered by any one of its affiliates), the carrier is not permitted to use local service CPNI to target that same customer for a CMRS offering or for an enhanced service. It may, however, use the local service CPNI to offer the customer new or modified local service offerings.

- At the written request of a customer, a telecommunications carrier must provide CPNI relating to that customer to any person the customer designates. Carriers with Section 251 obligations (incumbent local exchange carriers) might also need to provide CPNI to other carriers based on oral approvals from the end user.
- A telecommunications carrier may utilize "aggregate" CPNI for any purpose, but if a
 LEC aggregates information regarding one category of telecommunications service, i.e.,
 local services, to be used in conjunction with a different telecommunications service, i.e.,
 CMRS or non-telecommunications service (VMS), it must provide that information on
 nondiscriminatory terms to other carriers who request it. "Aggregate" CPNI is collective
 CPNI relating to a group of customers or services, from which individual customer
 identities and characteristics have been removed.

Determining the application of these rules involves difficult legal judgments. No employee should attempt to apply them without first contacting their business or market unit compliance person or the corporate CPNI Coordinator. These persons will assist in determining the need for specific legal advice.

• Sharing information with USWLD. When USWC shares any information with USWLD, other than information directly related to joint marketing activities between USWC and USWLD, it may thereby incur an obligation to share that information with others on the same terms and conditions. Thus, prior to providing information to USWLD, USWC should consider the possible risks associated with that action, and weigh those risks against the need of USWLD to have the information.

The above interpretations are illustrative and not intended to be all-inclusive.

Section 3: Reference Sources

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For related policy information, see the Federal Communications Commission and State Regulatory Commission Corporate Policy.

If you have any questions on Section 1, Affiliate Interest Requirements, contact the Director-FCC Regulatory Accounting or the <u>Technical Accounting Web site</u>. If you have questions on Section 5, Flow of Information Among Affiliates, contact your traditional Compliance Manager, or visit the <u>Compliance Web site</u>, click on Compliance Plans, then click on CPNI.

Approved by the Compliance Committee \cdot 8/7/98 \cdot Latest Revision \cdot 8/7/98 \cdot

Affiliate Relationships
U S WEST Corporate Policies
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Content Owner for this page: Eric Selberg Phone 303-672-2792

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Send comments to: Webmaster

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Last Update:September 17, 1998

URL:http://risk.uswc.uswest.com/policies/affiliated_relationships.html

BEFORE THE ARIZONA CORPORATION COMMISSION

TONY CC CARL	RVIN HAIRMAN WEST DMMISSIONER J. KUNASEK DMMISSIONER	
COM	E MATTER OF U S WEST MUNICATIONS, INC'S PLIANCE WITH § 271 OF THE COMMUNICATIONS ACT OF)) DOCKET NO. T-00000B-97-0238) AFFIDAVIT OF TERESA K. MILLION)
STAT	E OF COLORADO) : SS
COUN	ITY OF DENVER)
Teres	a K. Million, of lawful age being first d My name is Teresa K. Million. I an US WEST Communications in Denv	n Manager – FCC Regulatory Accounting of
2.		atements and data contained in the attached correct to the best of my knowledge and
		Jeresa K. Million
SUBS	CRIBED AND SWORN to before me_, 1999.	this 15 + H day of Mouch
		Therese Iday Notary Public

My Commission Expires:

My Commission Expires Dec. 31, 2001

AFFIDAVIT OF WILLIAMS

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

AFFIDAVIT OF

MICHAEL G. WILLIAMS

U S WEST COMMUNICATIONS

MARCH 25, 1999

Arizona Corporation Commission i Docket No.T-00000B-97-0238 U S WEST Communications Affidavit of Michael G. Williams Page i, March 25, 1999

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IDENTIFICATION AND QUALIFICATIONS OF AFFIANT

My name is Michael G. Williams. I am employed by U S WEST as Director,
Wholesale Markets – Interconnection. My business address is 250 Bell Plaza, Room
1614-C, Salt Lake City, Utah.

I have worked for U S WEST since 1981 in various management positions, including engineering, technical sales, regulatory, new technologies, international cellular joint venture leadership, and wholesale interconnection operations. I have held my current position since June 1997. I hold an MBA degree from the University of Utah, 1985, and a bachelors degree in electrical engineering from Brigham Young University, 1976. As a Director of Wholesale Interconnection, my responsibilities include developing and refining U S WEST's positions and advocacy on service performance toward compliance with the Act and negotiating with CLECs and other parties on service performance measurements and rules.

PURPOSE OF AFFIDAVIT

My affidavit presents service performance measurements in support of U S WEST's application under Section 271 of the Telecommunications Act of 1996 (the Act). My purpose is to show how the measurement data available for U S WEST's Service Performance Indicators confirm that U S WEST is satisfying specified checklist requirements, that the local exchange market in Arizona is open to competition, and that it will remain open.

I explain in this affidavit the concepts underlying service performance measuring, what service performance indicators U S WEST has implemented, and why those

- 1 indicators are appropriate for Section 271 purposes. Finally, I report the results
- 2 available for these service performance indicators.

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EXECUTIVE SUMMARY

US WEST has opened its local exchange markets in Arizona to competition and has begun offering a wide array of interconnection, network elements, and resale services to CLECs. The Act requires that US WEST provide nondiscriminatory service quality to CLECs in a manner that provides an efficient competitor a meaningful opportunity to compete. In that context, service performance indicators are useful for quantifying key aspects of service performance to help confirm whether US WEST is indeed satisfying the Act – specifically, the Section 271 Checklist.

USWEST has developed and monthly is reporting thousands of data points defined by numerous service performance indicators designed to address service quality associated with specified Section 271 Checklist items. These performance indicators address key dimensions of service, primarily involving installation and repair and focusing on timeliness and accuracy.

In addition to addressing specific aspects of the Act, U S WEST's service performance indicators also address all applicable categories of performance measurements suggested by the FCC in recent orders in Section 271 applications in other regions.

The performance results reported in this affidavit and in Exhibit MGW-2 demonstrate that:

 U S WEST is providing nondiscriminatory interconnection, collocation, access to network elements on an unbundled basis, emergency services, interim number portability, and resale services, in a manner that does provide efficient competitors more than ample opportunity to compete. Indeed, the volumes reflected in the various measurements highlight the significance of CLEC activity as they compete in the local exchange market in Arizona.

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 The capability exists, through ongoing reporting of these measurements, in accordance with U S WEST's SGAT, to ensure that the local exchange market in Arizona remains open for competition.

I. SERVICE PERFORMANCE INDICATORS

A. Service performance indicators are a way to quantify and compare service quality.

Service performance indicators are pre-defined, numerical tools for quantifying specific aspects or dimensions of service quality. In the context of the Act, performance indicators are one of several tools available for evaluating (a) whether the local exchange market is open, (b) whether it will remain open, and (c) whether the Section 271 checklist is satisfied.

Performance indicators help determine whether U S WEST is providing services in a nondiscriminatory manner or in a manner that permits an efficient competitor a meaningful opportunity to compete.¹ For purposes of U S WEST's application in this case, service performance indicators focus on Section 271 Checklist items that lend themselves to evaluation by measurement methods.

FCC's NPRM, April 1998, paragraph 8, last sentence.

U S WEST's Performance Indicators provide sufficient information to confirm 2 that it is satisfying provisions of the Act and related FCC orders.

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In developing its service performance indicators, USWEST has carefully considered the Act and prior FCC Orders, including the tentative conclusions the FCC reached in its April 1998 Notice of Proposed Rulemaking on performance measurements ("FCC NPRM"). While the Act does not specifically mention performance measurements, its provisions primarily involve demonstrating whether services are being provided in a nondiscriminatory manner. Responsive to this, the service performance indicators USWEST offers in its proposed SGAT represent a broad array of performance results that permit service quality comparisons for evaluating whether U S WEST is providing nondiscriminatory service and is satisfying the specified Section 271 checklist items.

Exhibit MGW-3 lists the performance measures suggested by the FCC in the above-referenced NPRM. As shown therein, USWEST's performance indicators responsively address all applicable performance areas suggested by the FCC.

While the FCC also mentions performance measurements in orders applying to specific applications by other incumbent LECs (ILECs) under Section 271 prior to issuing its NPRM, the latter represents a culmination of the FCC's experiences and perspectives to that point. Further, the only order dealing with a Section 271 application issued since the April 1998 NPRM was in the BellSouth Louisiana case, which was consistent with the NPRM on matters relating to performance measurements. Hence, Exhibit MGW-3 represents a comparison of U S WEST's performance indicators with the FCC's published perspectives on the subject.

C. U S WEST has developed a large number of performance indicators to address service quality associated with specified checklist items.

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US WEST has identified and developed 45 different indicators of service quality² which, when applied to the specified checklist items, yield 259 different monthly measurements of service performance. When multiplied by the entities for which these measurements are reported (i.e., individual CLECs, CLECs in aggregate, and US WEST retail) and by the supporting numerical details provided for each measurement, US WEST is reporting well over 15,000 performance-related data points every month, in Arizona alone. By any standard, this measurement base for confirming that US WEST is satisfying the Section 271 checklist is enormous, and even daunting.

To make this possible, U S WEST has developed and implemented new processes in support of wholesale interconnection services for gathering, compiling, validating, and disseminating performance data, as well as for responding to results as needed to correct errors and to coordinate service improvement efforts. Systems supporting these processes include seventeen computer systems supplemented by numerous manual processes to supply the source data on service performance and for gathering and compiling the data, including the computations needed to calculate the values of the various performance indicators. In addition, systems are in place for storing data and, ultimately, for publishing the performance results.

USWEST's service performance indicators are listed by checklist category in Section 20.2 of the SGAT filed by USWEST on February 5, 1999. These performance indicators are defined in more detail in Exhibit B of that document. In that exhibit, the performance indicators are first divided into the two broad categories of "core" and "diagnostic" indicators. Then both of these categories are further divided, as applicable, into the functional categories of Gateway Availability, Pre-order/Order, Ordering and Provisioning, Maintenance and Repair, Billing, Emergency Services, Directory Assistance, Operator Services, Network Interconnection, and Collocation.

C1 Core Indicators of Service Performance

U S WEST's performance indicators designated as "core" indicators are those that most directly focus on nondiscrimination and on the most relevant aspects of service quality. Core indicators are directly related to checklist items; measure factors that affect customers; reflect the results of process outcomes (as contrasted with subprocess steps); and measure the aspects of service that are not normally the subject of another indicator.

As an example of a core indicator, CLECs and customers reasonably expect U S WEST to install services when it says it will. The degree to which installation commitments are fulfilled is therefore considered an indicator of service quality that goes to the center – or "core" – of what it means to provide quality service. As another example, quick repair of service problems is important to CLECs and customers. Accordingly, the time it takes to repair service troubles is another performance indicator that goes to the core of quality service.

In fact, most service quality issues have installation and repair at their core.

Typically, indicators addressing installation and repair answer the following "core" service-related questions:

- Installations: How long did it take to install the service? Was it installed on time? Correctly?
- Repairs: How long did it take to repair the service? Was it repaired on time?
 Correctly?

Exhibit MGW-1 of this affidavit highlights the performance indicators that focus on installation and repair. As shown, these indicators address timeliness, commitments

1 met, and accuracy of the installation or repair. The left column of Exhibit MGW-1 lists

2 installation and repair performance measures, while the top row lists the specified

checklist items. The body of the exhibit shows specifically which performance indicators

apply to each checklist item.

In addition to the indicators shown in Exhibit MGW-1, U S WEST has developed other core indicators that focus on factors in addition to installation and repair, as described later in this affidavit. Most of these additional core indicators also focus on timeliness and meeting commitments.

C2 Diagnostic Indicators of Service Performance

USWEST has also developed a group of performance indicators called "diagnostic" indicators. These produce measurements that (a) provide another perspective on quality dimensions that already are addressed more directly by core indicators or (b) do not as directly address the question of nondiscrimination. As the category name implies, these indicators define measurements that could help evaluate potential issues that might be raised by results reported for the core performance indicators.

An example of a diagnostic indicator is in the area of delayed orders. U S WEST reports results for a core performance indicator called "Delayed days," which measures the average number of days that late orders are completed after the due date. In cases where the average delayed days appears to be a problem, it may be helpful to know what percentage of delayed orders are completed beyond certain time frames. Such additional information is "diagnostic" in nature, because it may help evaluate the results reported under the core indicator. In this example, U S WEST reports two diagnostic

1 performance indicators that also address delayed days. These are (1) "Delayed orders 2 more than 15 days past commitment" and (2) "Delayed orders more than 90 days past 3 commitment," each as a percentage of all delayed orders. Using these two additional measurements, one can "diagnose" the nature of the delays. Specifically, for any given 4 5 number of average delayed days, these two measurements indicate whether the 6 average is made up of orders that are within 15 days late, between 15 and 90 days, or 7 beyond ninety days. Clearly, any given average number of delayed days with low percentages more than 15 or 90 days would be considered better than the same 8

- D. U S WEST's Service Performance Indicators address checklist items that lend themselves to evaluation by measurement methods.
- 12 D1 Checklist Items Addressed by USWEST's Service Performance Indicators

average with higher percentages more than 15 or 90 days late.

- Checklist items that are suited to evaluation by measurement methods, which are addressed by U S WEST's Service Performance Indicators, include:
- Checklist Item 1 Interconnection (including collocation and network performance).
- Checklist Item 2 Access to network elements (including gateway availability,
 pre-order transactions, billing, and repair/provisioning centers).
- Checklist Item 4 Unbundled local loop transmission.
- Checklist Item 5 Unbundled local transport.

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• Checklist Item 6 – Unbundled local switching.

- 1 Checklist Item 7 - Access to 911/E911, directory assistance, and operator 2 services.
- Checklist Item 11 Interim number portability. 3
- Checklist Item 14 Resale services. 4

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D2 Evaluation Methodology for Performance Results

Evaluation methods are effective only if they take into account the large volume of many thousands of performance results monthly. Otherwise, the task of analyzing the results will be unduly daunting to commissions and carriers alike. All parties have only limited resources to devote toward reviewing such large volumes of data. Therefore, in this environment, it is important to focus on not only those issues that are possibly problematic, but also those that are more likely material, rather than insignificant. US WEST employs a scoring process that provides a way to accomplish this.

Specifically, in this affidavit, I apply this methodology to screen performance indicators to "score" whether the performance result in a given month satisfies the checklist. Under this approach, a performance result is considered to confirm that U S WEST satisfies the checklist item if:

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 - It indicates that service performance to CLECs is nondiscriminatory; or
 - Observed differences indicating possible disadvantage to CLECs are isolated (i.e., occurring in no more than two consecutive months); or
 - Observed differences in service performance come from quantities of events that are too few to yield meaningful and materially-significant conclusions.

To explain the last point further, critical values obtained from statistical testing, such as the permutation statistical test contained in U S WEST's proposed SGAT,³ represent the minimum difference in service performance that is considered statistically-significant, given the actual data measured. Even though the permutation test permits comparing smaller sample sizes,⁴ those with fewer than about thirty (30) observations are exposed to the following problems:

- As sample size decreases, the influence of imperfect data⁵ on the accuracy of statistical conclusions grows;
- With smaller and smaller sample sizes, the critical values become larger and larger, so that they may become virtually meaningless; and
- Even if the observed difference is greater than an inflated critical value associated with a small sample size, the smaller the sample size, the lower the materiality of the difference in results.

II. U S WEST'S SERVICE PERFORMANCE RESULTS

The actual numerical results measured by U S WEST's Service Performance Indicators are provided in Exhibit MGW-2 of this affidavit. This exhibit is organized according to checklist items and generally contains data for the period from July 1998 through January 1999.

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³ SGAT, Section 20.7.

That is, the permutation test more accurately evaluates smaller sample sizes than the standard "Z-test", which requires minimum samples of 50 to 100, or perhaps more, depending on how much the distribution of data points deviates from a "normal" distribution.

⁵ For example, errors in source data.

In the remainder of this section, I discuss performance indicators and results in

the context of each checklist item they evaluate. In each case, I describe U S WEST's

performance indicators for each item, and then present performance results which

4 demonstrate that U S WEST is satisfying the checklist item.

A. Checklist Item 1 – Interconnection

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The Act calls for U S WEST to provide interconnection "that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." The FCC defines interconnection as, "the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic."

In its April 1998 Notice of Proposed Rulemaking, the FCC also notes that "competing carriers' traffic can be blocked at two critical points: (1) interconnection trunk groups (e.g., those trunk groups connecting the incumbent LEC's end offices, access tandems, or local tandems with a competing carrier's network); or (2) common trunk groups located within the incumbent LEC's network behind the point of interconnection (e.g., trunks connecting the incumbent's tandem switch with other points in the incumbent LEC's network)." ⁸

U S WEST provides eighteen individual performance measures for interconnection trunking. As shown in Table 1 below, in accordance with Sections

Section 251(c)(2)(C), as referenced in Section 271(c)(2)(B)(i).

⁷ 47 C.F.R., § 51.5, Terms and Definitions.

Notice of Proposed Rulemaking, CC Docket 98-56, April 17, 1998, ¶ 97.

- 1 20.2.1 and 20.2.2 of the SGAT, U S WEST provides twelve core and six diagnostic
- 2 performance indicators that directly address interconnection:

Table 1

U S WEST Performance Indicators for Checklist Item 1, Interconnection

	Indicator	
	Number	Checklist Item 1 Performance Indicator
	`	Trunk Blockage Indicators
1	NI-1	Trunk Blocking – Interconnection Trunks
2	NI-2	Trunk Blocking – Common Trunks
3	DNI-2	Local Interconnection Final Trunk Group Utilization (average)
		Installation Indicators
4	OP-3	Installation Commitments Met
5	OP-4	Installation Interval (Interconnection Trunks)
6	OP-5	Installation Trouble Reports (within 30 days of new install.)
7	OP-6	Delayed Days
8	DNI-1	Provisioning Interval (U S WEST Interoffice Trunks)
		(under development for June 1999)
		Repair Indicators
9	MR-5	Out of Service Cleared within four hours
10	MR-6	Mean Time to Restore
11	MR-7	Repair Repeated Report Rate
12	MR-8	Trouble Rate (under development for June 1999)
		Collocation Indicators
13	CP-1	Collocation Installation Commitments Met
14	CP-2	Collocation Installation Interval
15	DCP-1	CLEC or CLEC's Customer-Caused Collocation Misses
16	DCP-2	Collocation Feasibility Study Interval
17	DCP-3	Collocation Feasibility Study Commitments Met
18	DCP-4	Collocation Quote Interval

USWEST's performance indicators for interconnection are in the following

8 categories:

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• Trunk Blockage;

Performance indicators are described in detail in Appendix B of the SGAT.

- Trunk Installation:
- Trunk Repair; and
- Collocation.

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In the following sections, I will discuss each of the interconnection performance measures provided in each of the above categories.

A1 Trunk Blockage Performance Indicators

U S WEST provides several performance indicators which demonstrate that the quality provided to CLECs for interconnection trunks is at least equal in quality to the quality of trunking provided within the U S WEST network. Those measures include trunk blockage on interconnection final trunks, trunk blockage on common final trunks within the U S WEST network, and final trunk group utilization on interconnection trunk groups.

As described in Mr. Weidenbach's affidavit, CLECs interconnect with USWEST's network in a variety of ways by connecting their end offices or switches either to USWEST's tandem offices¹¹ or to USWEST's end offices.¹² Accordingly, USWEST's blockage measurements focus on both of these types of connections.

Figure 1 below illustrates these connections (without the technical details, which are explained in Mr. Weidenbach's affidavit). In Figure 1, the line labeled with ① represents the connections of CLEC switches directly to U S WEST end offices. The

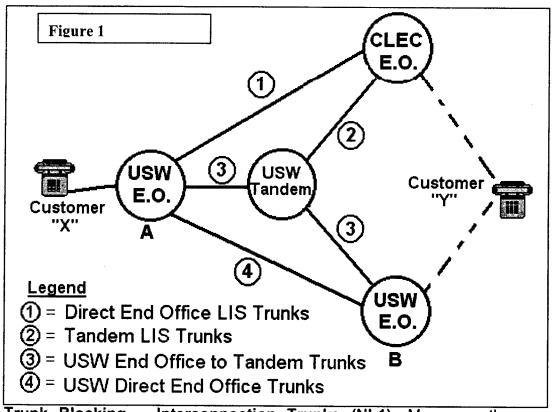
Final trunks are those that do not overflow calls to another trunk group when totally busy.

Tandem offices support a number of end offices, and are designed to carry overflow traffic during periods in which direct end office to end office trunks are busy.

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- 1 line labeled with ② represents connections of CLEC switches to U S WEST tandem
- 2 offices. Correspondingly, lines labeled with 3 and 4 represent connections of
- 3 US WEST end offices to tandem offices and to other end offices, respectively.
- In this manner, Figure 1 illustrates a comparison of how CLEC end offices
- 5 ("CLEC E.O.") and U S WEST end offices access tandem offices and other end offices.

End offices serve customers. Every call begins with the end office serving the calling party and goes to its destination through the end office serving the called party.



Trunk Blocking - Interconnection Trunks (NI-1): Measures the average

percentage of trunks blocking in interconnection final trunks, reported by interconnection trunks to U S WEST tandem offices¹³ (NI-1A) and interconnection trunks to U S WEST end offices (NI-1B).¹⁴ This measure excludes toll trunks, non-final trunks, and other trunks that are not connected to the public switched network. The results for the months of December 1998 through January 1999 are:

7			<u>December</u>	<u>January</u>
8	•	Interconnection Blocking (to tandems)	0.62%	0.13%
9	•	Interconnection Blocking (to end offices)	0.10%	0.23%

Represented in Figure 1 by the line labeled with ②.

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¹⁴ Represented in Figure 1 by the line labeled with ①.

These results demonstrate that CLECs experienced a very low level of trunk blockage on their interconnection trunks to U S WEST tandem switches (NI-1A) and an even lower level of blockage on their interconnection trunks to U S WEST end offices (NI-1B).

Trunk Blocking – Common Trunks (NI-2): Measures the percentage of trunks blocking in local interoffice final trunks within the U S WEST interoffice network. This measure is disaggregated into two sub-measures: (1) final trunks connecting U S WEST end offices to U S WEST tandem offices (NI-2A)¹⁵ and, (2) final trunks connecting U S WEST end offices to other U S WEST end offices (NI-2B).¹⁶ These measures exclude toll trunks, non-final trunks, and other trunks that are not connected to the public switched network. The results for the months of December 1998 through January 1999 are:

13			<u>December</u>	<u>January</u>
14	•	Common Trunk Blocking (to tandems)	2.72%	7.51%
15	•	Trunk Blocking (to end offices)	0.47%	1.39%

The above results are the blockage levels experienced on trunks connecting U S WEST end offices to tandem offices (NI-2A) and through direct trunks to other U S WEST end offices (NI-2B). By comparing these blockage levels to the blockage levels on interconnection trunks, it is clear that U S WEST has provided CLECs with a lower level of blockage on interconnection trunks connecting their end offices to tandem and end offices. Specifically:

Represented in Figure 1 by lines labeled with ③.

Represented in Figure 1 by the line labeled with ④.

 In December 1998, on average, CLECs experienced a blockage level of 0.62% on interconnection trunks to U S WEST tandem offices, while U S WEST end offices experienced blockage of 2.72% to reach U S WEST tandems.

 In the same month, on average, CLEC switches that were directly connected to a U S WEST end office experienced blockage of only 0.10%, while U S WEST end offices experienced blockage of 0.47% on final trunk groups to other U S WEST end offices.

Accordingly, trunk blockage information confirms a finding that U S WEST is providing interconnection that is "at least equal" in quality, and in this case, better in quality, than the interoffice trunking it is providing to itself.

Local Interconnection Final Trunk Group Utilization (DNI-2): This diagnostic indicator measures the interconnection trunks that are required as a percentage of total interconnection trunks installed. Trunks required is determined by identifying the number of trunks needed to handle the actual traffic in accordance with blocking standards specified in the SGAT. This measure is disaggregated into the same two sub-measures as for blockage: (1) final trunks connecting CLECs' end offices to U S WEST tandem offices (DNI-2A) and, (2) final trunks connecting CLECs' end offices to U S WEST end offices (DNI-2B).

A diagnostic indicator such as this is most useful in evaluating possible problems identified through results reported for core indicators. In this case, the core indicators of trunk blocking identify no problems. However, trunk group utilization may help better place in context the results reported later in my affidavit for the core indicators for installation of local interconnection trunks.

The results for interconnection trunk utilization for the months of December 1998 and January 1999 are:

3			<u>December</u>	<u>January</u>
4	•	Interconnection Utilization (to tandems)	45%	54%
5	•	Interconnection Utilization (to end offices)	19%	19%

These results clearly demonstrate that U S WEST has provisioned sufficient interconnection trunks to CLECs. For example, in January, only 54% of the interconnection trunks between CLEC switches and U S WEST tandem switches were utilized. More significantly, in January, significantly, only 19% of the interconnection trunks between CLEC switches and U S WEST end office switches were utilized.

Further, these results help place into context the installation results reported below for local interconnection. Specifically, these low CLEC utilization levels indicate that CLECs are not under pressure to install new interconnection trunks in local interconnections they have established with U S WEST.

A2 Interconnection Trunk Installation Performance Indicators

U S WEST provides several performance indicators that are designed to demonstrate that the installation of interconnection trunks for CLECs is performed in a non-discriminatory manner. Those measures include installation commitments met, installation intervals, installation trouble reports, and delayed days, as well as the average provisioning interval for interoffice trunks installed by U S WEST for its own use.

Installation Commitments Met (OP-3): Measures the percentage of interconnection trunk orders for which the committed due date is met. The results for commitments met for the months of November 1998 through January 1999 are:

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1 Dec-98 Nov-98 Jan-99 2 Interconnection Installation Commitments Met 71.4% 70.0% 85.0% 3 4 These results demonstrate that, in recent months, U S WEST has met due date 5 commitments for installing interconnection trunks in Arizona generally from 80 to 90 6 percent of the time. There should be further considered in the context of installation 7 intervals, reported next. 8 Installation Interval (OP-4): Measures the average interval (in business days) between the application date and the completion date for local interconnection service. 9 10 The results for the months of November 1998 through January 1999 are: 11 Nov-98 Dec-98 Jan-99 12 Installation Interval (days) 14.3 42.6 19.5 13 These results demonstrate that USWEST has been recently completing

interconnection trunk orders in about 14 to 40 days, on average. With installation intervals in this range, and in the context of ongoing reporting of this indicator and joint forecasting and planning, (1) CLECs have sufficient information to successfully plan and implement interconnection projects and timeframes with reasonable levels of confidence, and (2) installation intervals are reasonable and predictable.

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Installation Trouble Reports (OP-5): Measures trouble reports received within 30 calendar days of a completed service installation, as a percentage of the total related new installation orders. The results for this performance indicator for the months of November 1998 through January 1999 are:

Nov-98 Dec-98 Jan-99
 Installation Trouble Reports
 5.7% 29.6% 17.5%

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These results must be considered in the unique context of interconnection trunks, in which the number of trunk circuits per order installed often is in the hundreds. (In comparison, orders for other services for which this indicator is reported may involve only a few lines or services.) The importance of this characteristic of interconnection orders, in the context of this performance measure, is that new service troubles are reported per trunk circuit. Thus, the installation trouble measurement may appear to be relatively high. However, considering that trouble reports come on the basis of hundreds of trunk circuits, the reality may be that the new service trouble is not unusual. In this case, further investigation reveals that there were 5,273 trunk circuits installed in November and December 1998 which represent the base of new installations from which new service troubles were reported. For December 1998, in contrast, the performance result of 29.6% reported for December 1998 was calculated as a base of only 27 trunk orders (per Exhibit MGW-2). Had the number of trunk circuits been used instead, the percentage of new service troubles would be miniscule (less than 2/10%). Hence, with these facts from further investigation, new service trouble levels are very reasonable.

Delayed Days (OP-6): Measures the average number of days that service is delayed beyond the original due date for reasons attributed to U S WEST. The results for the months of November 1998 through January 1999 are:

Nov-98 Dec-98 Jan-99
 Average Delayed Days
 10.8 9.3 11.0

Clearly, these results demonstrate that, as CLECs request interconnection, delayed orders are, on average, less than 11 days late.

Provisioning Interval – U S WEST Interoffice Trunks (DNI-1): This diagnostic indicator measures the interval between the completion of a U S WEST internal provisioning request for trunk augmentation or installation and the completion of the installation. The result will be reported as an average based on the number of days required to complete the request for service. Results for this indicator will be available in July 1999.

Normally, such a diagnostic indicator would be employed only to help address possible problems identified in results reported for core indicators. In this case, with interconnection trunk blocking at very low levels and installation intervals and commitments met in reasonable ranges, this indicator is not needed. Nevertheless, U S WEST is developing it for application in future situations in which in may be useful.

A3 Interconnection Repair Performance Indicators

U S WEST provides several performance indicators that are designed to determine whether U S WEST performs the repair of interconnection trunks for CLECs in a non-discriminatory manner. Those measures include troubles cleared within four hours, mean time to restore, repair repeated report rate, and trouble rate.

Out of Service Cleared within 4 hours (MR-5): Measures the percentage of trouble reports involving interconnection trunks that are cleared within four hours of a call from a CLEC. The measurement includes only out of service trouble reports, which are defined as the inability to initiate or receive calls. The results for the November 1998 to January 1999 timeframe are:

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1 2	• Out of Service Cleared within 4 hours Nov-98 Dec-98 Jan-99 84.6% 57.1% 78.8%
3	These results demonstrate that U S WEST has been responsive to CLEC trouble
4	reports on interconnection trunking, as the majority of such trouble reports were cleared
5	in less than four hours during the November 1998 to January 1999 timeframe. Even in
6	December, where over 50 percent of troubles were cleared within four hours, the mean
7	time to restore (as shown next) was still about four hours.
8	Mean Time to Restore (MR-6): Measures the average time to resolve requests
9	for repair. The results for the months of November 1998 through January 1999 are:
10 11	• Mean Time to Restore (hours:minutes)
12	These results demonstrate that USWEST is doing an excellent job in
13	completing timely restoration of interconnection trunks for which out of service
14	conditions have been reported. This is borne out by trunk blocking results which, being
15	very low, do not indicate any problems with repair.
16	Repair Repeat Report Rate (MR-7): Measures the percentage of repair reports
17	that are repeated within 30 days. The purpose is to give an indication of the accuracy of
18	repair activity by showing what percentage of the time repairs experience additional
19	troubles within a month. The results for the months of November 1998 through January
20	1999 are:
21	<u>Nov-98</u> <u>Dec-98</u> <u>Jan-99</u>
22	Repair Repeat Report Rate 0.0% 21.4% 30.3%

These results show that repeat repairs have fluctuated in recent months. In any event, in the context of the very low interconnection blocking presented earlier, it is evident that repair issues are not having an adverse impact on interconnection quality.

Trouble Rate (MR-8): Measures the rate of trouble reports as a percentage of total trunks in service. This performance indicator is listed as a core indicator, because it provides an additional perspective for looking at repair performance by relating it to the total installed base of the service. However, it is secondary in comparison to other core repair indicators, because this indicator redundantly measures the same repair activity as the other indicators.

Because the other repair indicators are reporting no potential problems, the trouble rate performance indicator is not needed in this case. Nevertheless, this indicator is under development, and first results will be gathered for the month of April 1999 and reported in June 1999.

A4 Collocation Performance Indicators

USWEST provides several performance indicators that are designed to demonstrate that collocation is provided to CLECs in a reasonable and non-discriminatory manner. There are three steps in providing collocation to a CLEC. First, in response to a CLEC's request, USWEST performs a feasibility study addressing the request. Upon completion of the feasibility study, USWEST provides the CLEC with a quotation of the charges associated with the specific collocation requested. Finally, upon receipt of an order and a deposit from the CLEC, USWEST performs the necessary collocation installation.

Accordingly, USWEST reports measurements of the average collocation feasibility study interval, the average collocation quote interval, and the collocation installation interval. In addition to these measures, USWEST also provides measurements of collocation installation commitments met, CLEC-caused collocation misses, and collocation feasibility study commitments met.

Collocation Installation Commitments Met (CP-1): Measures the percentage of collocation orders for which the assigned due date is met. The purpose of this measurement is to indicate the degree to which USWEST completes collocation arrangements when it says it will. This indicator counts CLEC-caused missed due dates as a commitment met for USWEST. In cases where both CLEC and USWEST delays caused a miss, the commitment is counted as not met. The results for the months of November 1998 through January 1999 are (total number/percent met):

		<u>1404-90</u>	<u>Dec-98</u>	<u>Jan-99</u>
•	Physical Collocations / Commitments Met	1/0%	2 / 50%	no activity
•	Virtual Collocation / Commitments Met	6/0%	3/0%	no activity

These results indicate U S WEST was having difficulty in recent months in completing collocation arrangements by the assigned due date. Overall, in the period of July 1998 through January 1998, as shown in Exhibit MGW-2, U S WEST completed 6 new collocation arrangements and met the due dates on three of them, for an overall commitments met percentage of 50 percent for the period reported. Reports I am receiving from the field indicate that performance is improving and will appear in upcoming reports.

Collocation Installation Interval (CP-2): Measures the interval between the receipt of a deposit from the CLEC and the completion of the collocation installation in

1 business days. The result is reported in average days. The calculation of intervals for

2 this measurement excludes CLEC-caused delays. The results for the months of

3 November 1998 through January 1999 are:

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 Physical Collocation Installation Interval (days)
 Virtual Collocation Installation Interval (days)
 131
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 no activity

These results demonstrate that U S WEST is providing collocation arrangements to CLECs, and that CLECs have been able to obtain collocation arrangements from U S WEST in 130 to 170 days in recent months, on average. The fact that this information will continue to be reported, in accordance with the SGAT, demonstrates that CLECs will be able to plan with reasonable predictability their collocation arrangements with U S WEST, based on current collocation performance information.

CLEC-caused Collocation Misses (DCP-1): This diagnostic indicator measures the percentage of CLEC-caused installation commitment misses. Due date misses caused by both U S WEST and the CLEC are not counted in this indicator. The results are provided separately for physical collocation (DCP-1A) and virtual collocation (DCP-1B). For the months of November 1998 through January 1999, the results are:

18			<u>Nov-98</u>	Dec-98	<u>Jan-99</u>
19	•	CLEC-caused Physical Collocation Misses	0%	0%	no activity
20	•	CLEC-caused Virtual Collocation Misses	17%	0%	no activity

As diagnostic information, these results show no CLEC-caused impacts on the other results reported for collocation installations. Due to the complex nature of collocations and the higher degree of joint responsibility between CLEC and U S WEST, situations in which both U S WEST and the CLEC bear responsibility for a due date miss are not uncommon and are not reflected in these results.

Dec-98

1 Average Collocation Feasibility Study Interval (DCP-2): This diagnostic 2 indicator measures the average time to provide a CLEC with a requested collocation 3 feasibility study. Results are reported separately for physical and virtual collocation. 4 The results, in days, for the months of November 1998 through January 1999 are:

5 Nov-98 Dec-98 Jan-99 Physical Collocation Feasibility Study Interval 6 33 57 days Virtual Collocation Feasibility Study Interval 7 no activity 62 no activity

These results demonstrate that U S WEST is completing feasibility studies for collocation requests in recent months in 20 to 60 days.

Collocation Feasibility Study Commitments Met (DCP-3): This diagnostic indicator measures the percentage of central office collocation studies for feasibility of installation that are completed within the allotted time frame. Results are reported separately for physical and virtual collocation. The results for the months of November 1998 through January 1999 are:

Nov-98 Jan-99 17 Physical Feasibility Study Commitments Met 89% 54.5% 55% 0%¹⁷ no activity 18 Virtual Feasibility Study Commitments Met no activity 19 These results should be considered along with the feasibility study intervals 20 reported above, which indicate that CLECs have been receiving feasibility studies in 20 to 60 days, on average, based on the 32 studies¹⁸ done in the most recent three months 21 22 reported. This information, which will be reported monthly in accordance with the

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One feasibility study completed in December 1998.

Please see Exhibit MGW-2, Checklist Item 1 - Collocation, for November 1998 through January 1999, performance indicators DCP-3A and -3B.

- SGAT, provides CLECs the capability to plan and implement collocations in known
- timeframes, based on U S WEST's recent actual performance.
- 3 Average Collocation Quote Interval (DCP-4): This diagnostic indicator
- 4 measures the average interval to respond to central office collocation studies with quote
- 5 commitments. Results are reported separately for physical and virtual collocation. The
- 6 results, reported in days, for the months of November 1998 through January 1999 are:

7			<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
8	•	Physical Collocation Quote Interval	21	25	26 days
9	•	Virtual Collocation Quote Interval	no activity	62	no activity

These results demonstrate that U S WEST has responded to requests for quotes for physical collocations in less than thirty days, based on the 24 quotes¹⁹ given in the most recent three months reported.

A5 Conclusions for Checklist Item 1 – Interconnection

The foregoing performance results for interconnection trunk blocking, interconnection installation and repair, network performance, and collocation will support the Commission in finding that:

 U S WEST has opened its local exchange markets to the most fundamental level of competition, namely, facility-based competition, by offering interconnection that is at least equal in quality to that which it provides to itself.
 Average blocking levels on interconnection trunks are always well below one

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¹⁹ Ibid., performance indicators DCP-4A and -4B.

- percent. The majority of repairs of local interconnection trunks are completed within four hours, with the mean time to repair within five hours.
 - U S WEST is installing local interconnection services in a manner that permits an efficient competitor a meaningful opportunity to compete, by consistently completing such installations in 14 to 43 days.
 - U S WEST is providing collocation arrangements in reasonable and consistent timeframes that permit efficient competitors a meaningful opportunity to compete.
 - U S WEST's ongoing reporting of interconnection-related service performance results in accordance with its SGAT will help insure that U S WEST continues to satisfy Checklist Item 1, and that the marketplace will remain open to facilities-based competitors.

B. Checklist Item 2 – Access to Network Elements

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In terms of service dimensions that performance indicators address, the Act calls for USWEST to provide "nondiscriminatory access to network elements on an unbundled basis." In contrast with the standard of "equal in quality to that provided by the local exchange carrier to itself," which the Act applies to interconnection, the nondiscrimination standard for purpose of performance measurements focuses on equal quality only as between and among CLECs to whom USWEST provides access to network elements on an unbundled basis. Moreover, while USWEST obviously utilizes network elements, it creates and uses them as "bundled" components of an

Section 251(c)(3), as referenced in Section 271(c)(2)(B)(ii).

- 1 integrated local exchange network. Therefore, USWEST does not access or use
- 2 network elements for "itself" in the unbundled manner in which the Act calls for
- 3 U S WEST to provide network elements to CLECs.
- 4 USWEST provides ten core performance indicators and four diagnostic
- 5 indicators that directly address access to network elements, as shown in Sections
- 6 20.2.1 and 20.2.2 of the SGAT. These are shown in Table 2 below.

7 Table 2

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U S WEST Performance Indicators for Checklist Item 2

Access to Network Elements

	Indicator	
	Number	Checklist Item 2 Performance Indicator
1	GA-1	Gateway Availability – via Human-to-Computer Interface
2	GA-2	Gateway Availability – via Computer-to-Computer Interface
3	PO-1	Pre-Order Response Time – Human to Computer (for eight specified transaction types) ²¹
4	PO-2	Pre-Order Response Time – Computer to Computer
5	OP-1	Speed of Answer – Calls to Provisioning Center
6	OP-2	Calls answered within 20 seconds – Provisioning Center
7	MR-1	Speed of Answer – Calls to Repair Center
8	MR-2	Calls answered within 20 seconds – Repair Center
o)	BI-1	Mean Time to Provide U S WEST-recorded Usage Records
10	BI-2	Mean Time to Deliver Invoices
11	DPO-1	Electronic Flow-through of LSRs to Service Order Processor — DOP-1A = without human intervention (percent) — DOP-1B = without manual retyping (percent)
12	DPO-2	LSR Rejection Notice Interval
13	DPO-3	LSRs Rejected (percent)
14	DPO-4	FOC Interval

The ninth transaction type suggested by the FCC that is not addressed by U S WEST's performance indicator is under Checklist Item 2 "Rejected Query Notices." U S WEST addresses reject notices separately under Checklist Item 2, via DPO-2 and DPO-3.

1	The above Checklist Item 2 indicators generally address access to U S WEST's
2	operational support systems. Measurements for specific unbundled network elements
3	are discussed in later sections of my affidavit, where I address Checklist Items 4, 5, and
4	6.
5	U S WEST provides performance measures demonstrating the performance of
6	various means of accessing U S WEST's operational support systems, including:
7	Gateway availability and response time;
8	Speed of Answer – Interconnect Provisioning Center and Repair Service
9	Center;
10	Billing;
11	Flow through of LSRs.
12	B1 Gateway Availability and Response Times
13	Gateway Availability – via Human-to-Computer Interface (GA-1): Measures
14	the availability of the IMA (Interconnect Mediated Access) interface, reports the
15	percentage of scheduled time the IMA Interface is available for viewing and/or input.
16	The results for the months of November 1998 through January 1999 are:
17 18	• Gateway Availability (Human-Computer) Nov-98 Dec-98 Jan-99 99.8% 100.0% 100.0%
19	These results demonstrate that the human-to-computer gateway interface has
20	been available virtually 100% of the scheduled time.
21	Gateway Availability – via Computer-to-Computer Interface (GA-2):
22	Measures the availability of EDI (Electronic Data Interchange) interface, reports the
23	percentage of scheduled time the EDI Interface is available for view and/or input. No

- 1 CLECs are currently using the EDI interface. As specified in the SGAT, results for this
- 2 indicator will be reported beginning three months following the month in which combined
- 3 CLEC activity exceeds 1,000 local service requests submitted through the EDI interface.
- 4 Pre-Order/Order Response Times via Human-to-Computer Interface (PO-1):
- 5 Measures the time interval between query and response for specified pre-order/order
- 6 transactions through IMA. Results are reported separately for the following transaction
- 7 types:

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- Appointment Scheduling (Due Date Reservation, where appointment is
- 9 required);
- Feature Function and Service Availability Information;
- Facility Availability;
- Street Address Validation;
- Customer Service Records;
- Telephone Number.

It should be noted that, while U S WEST is reporting results for this indicator, it is also in the process of refining the indicator to permit more of an "apples to apples" comparison. Presently, the transaction response times reported by this indicator are defined in ways that represent what a CLEC experiences through the electronic gateway, but the retail results reported are not always comparable. For example, the measurement for the Telephone Number transaction reflects the fact that CLECs obtain nine telephone numbers to offer customers. In contrast, the retail measurement consists of the time to provide only one telephone number to a U S WEST service representative. Mr. Buhler describes in more detail in his affidavit how U S WEST is

- 1 providing access to operational support systems to CLECs, including a discussion of
- what the Act calls for and how U S WEST is satisfying its responsibilities. Accordingly,
- 3 the results for this indicator, while informative and useful, should be considered in light
- 4 of these limitations.

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- The results for the Pre-order/Order Response Time indicator are provided below
- 6 in the format x.x / y.y, where x.x is the average CLEC result in seconds, and y.y is the
- 7 average USWEST result in seconds. For the months of December 1998 through
- 8 January 1999, the response time results are:

9	<u>Transaction Type</u>	<u>December</u>	<u>January</u>
10	Appointment Scheduling	33.2 / 1.9	32.2 / 2.2
11	Feature/Service Availability	13.4 / na	15.2 / na
12	Facility Availability	19.5 / na	22.1 / na
13	Street Address Validation	10.4 / 3.5	7.9 / 4.2
14	Customer Service Record	10.6 / 1.1	9.4 / 1.4
15	Telephone Number	23.1 / 1.2	20.9 / 1.2

As these results bear out, most transactions are in the range of about ten to twenty seconds each, with none more than 35 seconds, on average. Clearly, an efficient CLEC can organize its pre-ordering and ordering customer interactions so that these transactions smoothly support its service representative in communicating with the customer. For example, when a service representative, in discussing a possible order, reaches the point where the customer indicates a desire to place the order, the representative can initiate the transaction to obtain the telephone number while obtaining billing information from the customer.

Pre-Order/Order Response Times via Computer-to-Computer Interface (PO-

2) Measures the time interval between query and response for specified pre-order/order

- transactions through EDI. Results are reported separately for the following transaction types:
- Appointment Scheduling (Due Date Reservation, where appointment is
 required);
- Feature Function and Service Availability Information;
- Facility Availability;
- Street Address Validation;
- Customer Service Records;
- Telephone Number.

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No CLECs are currently using the EDI interface. Results for this indicator will be reported beginning three months following the month in which combined CLEC activity exceeds 1,000 local service requests submitted through the interface.

B2 Access to Interconnect Provisioning Centers and Repair Centers

Speed of Answer - Interconnect Provisioning Center (OP-1): Measures the average time following the first ring to answer calls in the Interconnection Provisioning Center, which handles Wholesale calls only. Results are provided at a US WEST level of reporting; neither CLEC-specific nor state-specific results are available. The results, in seconds, for the above indicator for the months of November 1998 through January 1999 are:

[&]quot;Provisioning" refers to installation of services. The term specifically applies to arranging the necessary network and technician resources to activate a service for a customer using the integrated network already constructed to support such services.

Arizona Corporation Commission Docket No.T-00000B-97-0238 U S WEST Communications Affidavit of Michael G. Williams Page 34, March 25, 1999

1	<u>Nov-98</u> <u>Dec-98</u> <u>Jan-99</u>
2	• Speed of Answer/Interconnect Provisioning Ctr. 18.0 14.0 17.0 sec.
3	• Speed of Answer/U S WEST Retail Center 27.8 23.9 43.2 sec.
4	These results demonstrate that CLECs have superior access to the Interconnect
5	Provisioning Center when compared to calls to U S WEST Retail provisioning centers.
6	Calls Answered within Twenty Seconds - Interconnect Provisioning Center
7	(OP-2): Measures the percentage of Interconnection Provisioning Center calls that are
. 8	answered within twenty seconds of the first ring. (Interconnect Provisioning Centers
9	handle Wholesale calls only.) Results are provided at a U S WEST level of reporting;
10	neither CLEC-specific nor state-specific results are available.
11	The results for the above indicator for the months of November 1998 through
12	January 1999 are:
13 14 15 16	 Calls in 20 sec./Interconnect Provisioning Ctr. Calls in 20 sec./U S WEST Retail Center Nov-98 Dec-98 Jan-99 88.6% 88.6% 86.6% 74.1% 77.6% 62.4%
17	Again, these results demonstrate that CLECs have superior access to the
18	Interconnect Provisioning Center when compared to calls to USWEST Retail
19	provisioning centers.
20	Speed of Answer - Interconnect Repair Center (MR-1): Measures the
21	average time following the first ring to answer calls in the Interconnection Repair Center.
22	Results are provided at a U S WEST level of reporting; neither CLEC-specific nor state-
23	specific results are available. The results for the months of November 1998 through
24	January 1999 are:

Arizona Corporation Commission Docket No.T-00000B-97-0238 U S WEST Communications Affidavit of Michael G. Williams Page 35, March 25, 1999

1	<u>Nov-98</u> <u>Dec-98</u> <u>Jan-</u>	<u>99</u>
2	 Speed of Answer/Interconnect Repair Center 13.0 11.0 11 	.0 seconds
3	 Speed of Answer/U S WEST Retail Repair Ctr. 39.4 33.7 30 	0.7 seconds
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5	As with provisioning centers, these results demonstrate that CLECs	s have
6	superior access to the Interconnect Repair Center when compared to c	alls to
7	U S WEST repair centers.	

Calls Answered with 20 seconds - Interconnect Repair Center (MR-2): Measures the percentage of Interconnection Repair Center calls answered within twenty seconds of the first ring. Results are provided at a U S WEST level of reporting; neither CLEC-specific nor state-specific results are available. The results for the above indicator for November 1998 through January 1999 are:

13		<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
14	Calls in 20 sec./ Interconnect Repair Center	94.1%	96.4%	96.3%
15	Calls in 20 sec./U S WEST Retail Repair Ctr.	70.1%	71.5%	78.8%
16	Again, these results demonstrate that CLEC	s have s	uperior ac	cess to the
17	Interconnect Repair Center when compared to calls to	U S WES	Γ repair ce	nters.

B3 Billing Performance Indicators

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Just as the Act does not specifically mention performance measurements, it also does not mention specific requirements for billing. The FCC in its April 1998 NPRM on performance measurements suggests measuring "Average Time to Provide Usage Records" and "Average Time to Deliver Invoices."²³

FCC's NPRM on Performance Measurements, CC Docket 98-56, April 1998, Appendix A, p. A12.

U S WEST is preparing to provide these same two performance indicators for

2 billing, namely, "Mean Time to Provide U S WEST-recorded Usage Records" and "Mean

Time to Deliver Invoices."

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4 Mean Time to Provide U S WEST Recorded Usage Records (BI-1): This

5 measures the timing of U S WEST delivery of billing records to CLECs. This indicator is

6 under development, and will be available by June 1999.

7 Mean Time to Deliver Invoices (BI-2): This measures the number of days

between the bill date and bill delivery. This indicator is under development, and will be

available by June 1999.

B4 Flow-Through of Local Service Requests

The Act does not specifically mention requirements for flow-through of local services requests (LSRs). Nevertheless, the FCC in its April 1998 NPRM on performance measurements suggests a number of performance indicators addressing various aspects of LSR flow-through, characterizing them as "Order Status Measurements" and "Order Quality Measurements." These include: Average Reject Notice Interval, Average FOC Notice Interval, Average Jeopardy Notice Interval, Percentage of Orders Given Jeopardy Notices, Average Completion Notice Interval, Percentage of Order Flow Through, Percentage of Rejected Orders, and Average Submissions Per Order.

U S WEST provides for all but two of the FCC's suggested measurement categories -- jeopardy notices and completion notices. Regarding jeopardy notices.

²⁴ *Ibid.*, Appendix A, pp. A4 and A8.

USWEST provides jeopardy notices in accordance with specific terms of 1 interconnection agreements with CLECs. Because such notifications to a CLEC are 2 3 appropriately and fundamentally different than any notification U S WEST might provide 4 to residence or business end-users, there is no appropriate nondiscrimination issue to 5 address by any measurement of jeopardy notices. With respect to completion notices, 6 U S WEST provides completion notification process that inherently 7 nondiscriminatory. Specifically, U S WEST processes completion information for CLEC

orders in the same overnight batch process that it uses for its retail orders.

For one other FCC-suggested measurement, Average Submissions per Order, U S WEST provides information sufficient to determine such a measurement but does not separately calculate and report the measurement. Specifically, information U S WEST provides for firm order confirmations (FOCs) and LSR rejection notices permits one to calculate average submissions per order.

Otherwise, U S WEST provides the following measurements addressing flow-through of LSRs, which cover the remainder of the FCC's suggestions in this area:

- Electronic Flow-through of LSRs to the Service Order Processor (percent);
- LSR Rejection Notice Interval (average);
 - LSRs Rejected (percent); and
 - FOC Interval (average).

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U S WEST characterizes these measurements as diagnostic performance indicators, because they do not address core aspects of service. For example, regardless of what degree of flow-through, LSR rejections, or FOC timeliness exists, if other core indicators demonstrate that the overall service provisioning and repair

process <u>outcomes</u> are reasonable and nondiscriminatory, the relevant checklist items are satisfied.

Electronic Flow-through of LSRs to the Service Order Processor (DPO-1): 3 This diagnostic indicator measures the percentage of all electronic LSRs that flow to the 4 5 Service Order Processor (SOP) without rejection or error. Results will be reported 6 according to: (1) Orders that flow through without human intervention (DPO-1A) and, (2) Orders that flow though without manual retyping (DPO-1B). As flow through is a 7 8 function of how LSRs are submitted, the flow-through performance results are reported 9 according to the type of pre-order/order gateway the CLEC used to submit the LSRs (i.e., IMA, Exact, 25 and EDI, as applicable). 10

With respect to orders that flow through without human intervention, the result is presently "zero" percent, because this type of flow-through is not possible at this time.

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With respect to orders that flow through without manual retyping, this indicator is under development, and will be available for reporting by June 1999.

LSR Rejection Notice Interval (DPO-2): This diagnostic indicator measures the interval (in business days) between the receipt of an electronic Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. Standard reasons for rejection include: missing/incomplete information; duplicate LSR; no valid contract; no valid end user verification; and miscellaneous CLEC data provisioning process errors. Included in the interval is time required for efforts by U S WEST to work with the CLEC to avoid the necessity of rejecting the LSR. Accordingly, in this case,

[&]quot;Exact" is a system supporting ordering for designed services (e.g., DS0, DS1, and DS3). This system is used by both CLECs and by U S WEST retail business customers. Accordingly, U S WEST also reports a "U S WEST Retail" number for flow-through-related results through Exact.

shorter is not always "better." As rejection notices are given in response to LSRs

2 submitted, the performance results are reported according to the type of pre-order/order

3 gateway the CLEC used to submit the LSR (i.e., IMA, Exact, and EDI, as applicable).

Results for this indicator for the months of November 1998 through January 1999, expressed in days, are as follows:

6		<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
7	 LSR Rejection Notice Interval (via IMA) 	.5	0.3	0.2 days
8	 LSR Rejection Notice Interval (via Exact) 	5.0	5.2	3.3 days
9	U S WEST Retail Reject. Interval (via Exact)	8.4	4.2	4.5 days

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These results demonstrate that U S WEST is providing rejection notices for LSRs with errors in a timely manner – less than a half-day via IMA – and more timely for CLECs than for retail customers using Exact.

Regarding the longer intervals via Exact in comparison to IMA, Exact processes LSRs for designed services, which are far more complicated than the non-designed LSRs processed by IMA. Further, to the benefit of both CLECs and U S WEST, there is more collaboration between the CLEC and U S WEST representatives on designed services in the pre-order and order stages of providing designed services. Hence, it is expected that LSRs processed via Exact will have longer notification intervals, whether reject notices or FOCs. Moreover, in terms of the positive benefits of pre-order/order collaboration, including U S WEST's efforts to work with CLECs in the process of handling LSRs to help avoid the need to reject an LSR, a longer interval is not necessarily an adverse indication.

LSRs Rejected (DPO-3): This diagnostic indicator measures the percentage of electronic LSRs rejected (returned to the CLEC) for standard categories of errors/reasons. Reasons for rejection include: missing/incomplete information; duplicate ASR/LSR; no valid contract; no valid end user verification; and miscellaneous CLEC data provisioning process errors. As for LSR rejection intervals, the performance results are reported according to the type of pre-order/order gateway the CLEC used to submit the LSR (i.e., IMA, Exact, and EDI, as applicable).

Results for this indicator for November 1998 through January 1999 are as follows:

10		<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
11	 LSRs Rejected (via IMA) 	13.4%	10.7%	10.4%
12	 LSRs Rejected (via Exact) 	22.1%	22.1%	14.1%
13	U S WEST Retail Orders Rejected (via Exact)	23.4%	14.4%	17.9%

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These results demonstrate that the number of rejected orders generally hovers in the vicinity of ten to twenty percent in recent months. As expected, in processing LSRs for more complex designed services, a higher percentage is experienced with Exact than with IMA. Overall, given that reasons for order rejection can vary widely, even with the standard categories, the above percentages are well within reasonable ranges, and are consistent with a conclusion that CLECs are being treated in a nondiscriminatory manner.

Firm Order Confirmation (FOC) Interval (DPO-4): This diagnostic indicator measures the average time for U S WEST to provide a Firm Order Confirmation (FOC) in response to a customer LSR received from the CLEC. The interval measured is the

- period between U S WEST's receipt of the LSR and U S WEST's response with a FOC.
- 2 Because FOCs are issued in response to LSRs submitted, the performance results are
- 3 reported according to the type of pre-order/order gateway the CLEC used to submit the
- 4 LSR (i.e., IMA, Exact, and EDI, as applicable).²⁶

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Results for this indicator for the months of November 1998 through January 1999, reported in days, are as follows:

7			<u>Nov-98</u>	Dec-98	<u>Jan-99</u>
- 8	•	FOC Interval (via IMA and Fax)	0.4	0.3	0.2 days
9	•	FOC Interval (via Exact)	5.1	5.2	4.5 days
10	•	U S WEST Retail FOC Interval (via Exact)	3.5	3.5	3.5 days
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These results demonstrate that, in recent months, U S WEST is providing FOCs to CLECs in reasonable timeframes. As with other flow-through-related measurements, these results also reflect the fact that LSRs processed through Exact are more complex, dealing with designed services, and thus have longer intervals than non-designed LSRs processed through IMA. Moreover, where there is a retail comparison, as with Exact, the results compare favorably, indicating that CLECs are being treated in a nondiscriminatory manner.

B5 Conclusions for Checklist Item 2 – Access to Network Elements

The foregoing performance results for gateway availability, access to provisioning and repair centers, billing, and flow-through of local services requests will support the Commission in finding that:

Separate reporting of FOC intervals for LSRs submitted by facsimile is under development. Presently, the LSRs submitted by fax are included in the results reported for IMA.

- U S WEST is providing nondiscriminatory access to network elements,
 satisfying Checklist Item 2;
 - U S WEST is providing access to provisioning and repair centers in a timely and nondiscriminatory manner to CLECs;
 - In satisfying this checklist item, U S WEST has established a human-tocomputer gateway, known as "IMA," which is successfully processing CLECs' local service requests in a timely and nondiscriminatory manner;
 - Response times for specified pre-order and order transactions are sufficient to give an efficient competitor a reasonable opportunity to compete;
 - From a diagnostic standpoint, nothing in the processing of local service requests, in terms of flow-through, order rejections, or firm order confirmations are preventing CLECs from successfully competing.

C. Checklist Item 4 – Unbundled Local Loop Transmission

The Act calls for U S WEST to provide "local loop transmission from the central office to the customer's premises, unbundled from local switching or other services." In addition to this specific network element, the Act generally calls for providing "nondiscriminatory access to network elements on an unbundled basis"²⁸

In light of the fact that U S WEST does not use for itself or provide to its retail customers network elements on an unbundled basis (as discussed under Checklist Item 2, section B.1., above), this nondiscrimination standard refers to providing equal quality

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²⁷ Section 271(c)(2)(B)(iv).

²⁸ Section 251(c)(3).

- as between and among CLECs to whom U S WEST does provide access to network
- 2 elements on an unbundled basis.
- As shown in Table 3 below, U S WEST provides eleven core and five diagnostic
- 4 performance indicators that directly address local loop transmission, unbundled from
- 5 local switching or other services, as shown in Sections 20.2.1 and 20.2.2 of
- 6 U S WEST's SGAT:

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7 Table 3

U S WEST Performance Indicators for Checklist Item 4, Unbundled Loops

	Indicator Number	Checklist Item 4 Performance Indicator
1	OP-3	Installation Commitments Met
2	OP-4	Installation Interval
3	OP-5	Installation Trouble Reports (within 30 days of new install.)
4	OP-6	Delayed Days
5	OP-7	Coordinated Cutover Interval – Unbundled Loop
6	OP-9	Coordinated Cutover Interval – Unbundled Loop with INP
7	MR-3	Out of Service Cleared in 24 Hours
8	MR-5	Out of Service Cleared within 4 hours
9	MR-6	Mean Time to Restore
10	MR-7	Repair Repeated Report Rate
11	MR-8	Trouble Rate
12	DOP-1	CLEC or CLEC's Customer-Caused Installation Misses
13	DOP-2	Delayed Orders Completed more than 15 days past the commitment date
14	DOP-3	Delayed Orders Completed more than 90 days past the commitment date
15	DOP-4	CLEC or CLEC's Customer-Caused Coordinated Cutover Misses
16	DMR-1	CLEC or CLEC's Customer-Caused Trouble Reports

C1 Installation of Unbundled Loops

Installation Commitments Met (OP-3): Measures the percentage of orders for unbundled loops for which the committed due date is met. A separate measure will be

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1 provided for analog and digital unbundled loops. The results for installation

2 commitments met for analog unbundled loops for the period November 1998 through

3 January 1999 are:

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4 <u>Unbundled Analog Loops</u> <u>Nov-98 Dec-98 Jan-99</u> 5 • Installation Commitments Met 91% 62% 88%

These results demonstrate that U S WEST has been providing access to analog
loops on an unbundled basis in Arizona and, with the isolated exception of December,
generally has met commitments about 90 percent of the time.

Because there were no digital unbundled loops provided to CLECs in Arizona during this period, there are no results for installation commitments met for digital unbundled loops.

Installation Interval (OP-4): Measures the average interval (in business days) between the application date and the completion date for service. A separate measure will be provided for analog and digital unbundled loops. The results for installation interval for analog unbundled loops for the period November 1998 through January 1999 are:

17		Unbundled Analog Loops	<u>Nov-98</u>	Dec-98	<i>Jan-</i> 99
18	•	Installation Interval (average days)	7.1	9.9	13.0 days

These results demonstrate that, in addition to meeting commitments 90 percent of the time, U S WEST is providing unbundled analog loops in seven to thirteen days in recent months and, as shown in Exhibit MGW-2, Checklist Item 4, in shorter intervals in some earlier months.

Because there were no digital unbundled loops provided to CLECs in Arizona during this period, there are no results for installation intervals for digital unbundled loops.

Installation Trouble Reports (OP-5): Measures Maintenance/Repair requests received within thirty (30) calendar days of a completed service provisioning order as a

percentage of the related new installation total orders. The results for the above indicator for the months of November 1998 through January 1999 are:

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8	<u>Unbundled</u> <u>Analog</u> <u>Loops</u>	<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
9	Installation Trouble Reports	0.6%	0.0%	4.4%

These results demonstrate that U S WEST has been installing unbundled analog loops accurately, based on the fact that trouble reports within thirty days of those installations were less than one percent in recent months.

Because there were no digital unbundled loops provided to CLECs in Arizona during this period, there are no results for installation trouble reports for digital unbundled loops.

Delayed Days (OP-6): Measures the average number of days service is delayed beyond the original due date for reasons attributed to U S WEST. Results for this indicator for the months of November through January 1998 are as follows:

19		<u>Unbundled</u> <u>Analog</u> <u>Loops</u>	<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
20	•	Delayed Days (average)	15.4	6.5	5.3 days

These results demonstrate that, in the context of about 90 percent commitments met, orders that are not met, as represented by delayed days, are averaging only five to seven days beyond the due date in the two most recent months reported.

Coordinated Cutover Interval – Unbundled Loop (OP-7): Measures the average time to complete the cutover of an unbundled loop. Separate results will be provided for loop cutovers coordinated with Interim Number Portability (OP-7A) and loop cutovers not associated with Interim Number Portability (OP-7B). This measure is under development.

Coordinated Cutover Combined Interval – Unbundled Loop and INP Combined (OP-9): Measures the Average time (beginning to end) to complete a coordinated cutover of an unbundled loop combined with interim number portability. This measure is under development.

In the absence of actual results for this particular performance indicator, it should be noted that U S WEST has a coordination center which insures that, as soon as an unbundled loop is ready for cutover, the INP cutover process is triggered. The INP cutover time is measured, with and without coordinated unbundled loops, by performance indicator number OP-8.

C2 Repair of Unbundled Loops

Out of Service Cleared within 24 Hours (MR-3): Measures the percentage of trouble reports for unbundled loops that are cleared within twenty-four hours of a call from a CLEC. The measurement includes only out of service trouble reports, which are defined as the inability to initiate or receive calls. Separate measures are provided for analog and digital loops.

The results for the above indicator for the months of November 1998 through January 1999 are:

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1		Unbundled Analog Loops	Nov-98	Dec-98	Jan-99
2	•	Out of Service Cleared within 24 Hours	90.0%	91.7%	100.0%
3					

These results demonstrate that U S WEST has been responsive in responding to trouble reports on unbundled loops provided to CLECs by repairing out of service conditions within 24 hours better than 90 percent of the time in recent months.

Out of Service Cleared within 4 hours (MR-5): Measures the percentage of trouble reports for unbundled loops that are cleared within four hours of a call from a CLEC. The measurement includes only out of service trouble reports, which are defined as the inability to initiate or receive calls. The results for the months of November 1998 through January 1999 are:

	Unbundled Analog Loops	<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
•	Out of Service Cleared in 4 Hours	50%	50%	78%

These results demonstrate, while better than 90 percent of out of service conditions are repaired within 24 hours, more than half of those (and in January, more than three-quarters) are repaired within only four hours.

Mean Time to Restore (MR-6): Measures the average time to resolve requests for repair, including both out of service and service-affecting conditions. Excluded are CLEC-caused or CLEC's customer-caused troubles. For the non-CLEC-caused and non-customer-caused troubles that this indicator addresses, any <u>delays</u> in repair that are either U S WEST or CLEC-caused (such as no access, no available work force, etc.) are included. The results for the above indicator for the months of November 1998 through January 1999 are:

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1		Unbundled Analog Loops	<u>Nov-98</u>	Dec-98	<u>Jan-99</u>
2	•	Mean Time to Restore (hours:minutes)	6:34	14:11	4:14
3		,			

These results demonstrate that, in the context of more than 90 percent of out of service situations being cleared within 24 hours and more than half of those cleared within four hours, the overall average time to clear <u>all</u> troubles generally is less than about fourteen hours. In fact, looking at all seven months reported, per Exhibit MGW-2, only two months were greater than about nine hours, and in the most recent month, January, the average time to resolve trouble reports was only four hours and fourteen minutes.

Repair Repeat Report Rate (MR-7): Measures the percentage of repair reports that are repeated within 30 days. Includes U S WEST network or system caused reports. The results for the months of November 1998 through January 1999 are:

14		Unbundled Analog Loops	<u>Nov-98</u>	<u>Dec-98</u>	<u>Jan-99</u>
15	•	Repair Repeat Report Rate	0.0%	0.0%	17.0%

These results demonstrate that, in recent months, U S WEST has generally been resolving repair reports accurately, based on the number of repeated repair reports received within thirty days of a given repair report.

Trouble Rate (MR-8): Measures CLEC-specific trouble report rate of occurrences per 100 trunks in service. Measures U S WEST network or system causes, excludes reports due to CLEC action or CLEC equipment failures. First results for this indicator will be gathered for the month of April 1999, and will be reported in June 1999.

1 C3 Diagnostic Results for Unbundled Loops 2 CLEC or CLEC's Customer-caused Installation Misses (DOP-1): This 3 diagnostic indicator measures the percentage of installation due dates missed for 4 CLECs' or CLECs' customers' reasons. Orders issued with a due date are included. 5 CLEC and aggregate CLEC state specific results are available. The results for the months of November 1998 through January 1999 are: 6 7 Unbundled Analog Loops Nov-98 Dec-98 Jan-99 CLEC-Caused Installation Misses 8 0.0% 0.0% 10 These results indicate that CLEC-related issues caused misses of due dates only 11 in one recent month. 12 Percent Delayed Orders Completed more than 15 days past the commitment date (DOP-2): This diagnostic indicator measures the percentage of 13 orders for which service is delayed more than fifteen days beyond the original due date 14 for reasons attributed to U.S.WEST. The results for the months of November 1998 15 through January 1999 are: 16 17 Unbundled Analog Loops Nov-98 Dec-98 Jan-99 18 Delayed Orders more than 15 days late 75.0% 0.0% 0.0% 19 20 These results demonstrate that, while six of eight late orders for unbundled loops in November were delayed more than fifteen days, USWEST had no orders for 21 22 unbundled loops delayed more than fifteen days in the most recent two months 23 reported. Percent Delayed Orders Completed more than 90 days past the 24 commitment date (DOP-3): This diagnostic indicator measures the percentage of 25

orders for which service is delayed more than ninety days beyond the original due date

for reasons attributed to U.S.WEST. The results for the months of November 1998 1 2 through January 1999 are: 3 Unbundled Analog Loops Nov-98 Dec-98 Jan-99 4 Delayed Orders more than 90 days late 0.0% 5 6 These results demonstrate that U S WEST had no orders for unbundled loops 7 delayed beyond ninety days in recent months and, in fact, none in any of the seven 8 months reported in Exhibit MGW-2. 9 CLEC or CLEC's Customer-caused Coordinated Cutover Misses (DOP-4): 10 This diagnostic indicator measures the percentage of installation commitments missed 11 for CLEC or CLEC's customer's reasons. This indicator is under development. 12 CLEC or CLEC's Customer-caused Trouble Reports (DMR-1): This diagnostic 13 indicator measures the percentage of all trouble reports that occur due to CLEC or CLEC end-user customer action. The results for the months of November 1998 through 14 15 January 1999 are: 16 Unbundled Analog Loops Nov-98 Dec-98 Jan-99 CLEC-Caused Trouble Reports 17 20.0% 8.3% 22.2% 18 19 These results demonstrate that CLECs or CLECs' customers were responsible 20 for about one out of five trouble reports in recent months. 21 C4 Conclusions for Checklist Item 4 – Access to Unbundled Loops 22 The foregoing performance results for installation and repair of unbundled loops, 23 including diagnostic results, will support the Commission in finding that: 24 U S WEST is providing CLECs access to local loop transmission in Arizona on

an unbundled basis in a nondiscriminatory manner;

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 U S WEST's actual performance in providing unbundled loops is sufficient to permit an efficient competitor a meaningful opportunity to compete, because installation commitments met and intervals are within reasonable ranges and repairs are completed in a timely manner, with more than ninety percent being completed within 24 hours.

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D. Checklist Items 5 and 6 – Unbundled Transport and Switching

The Act calls for U S WEST to provide "local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services" and "local switching unbundled from transport, local loop transmission, or other services." In addition to these specific network elements, the Act generally calls for providing

"nondiscriminatory access to network elements on an unbundled basis "31

In light of the fact that U S WEST does not use for itself or provide to its retail customers network elements on an unbundled basis (as discussed under Checklist Item 2, section B.1, above), this nondiscrimination standard for purposes of performance measurements refers to providing equal quality as between and among CLECs to whom U S WEST provides access to network elements on an unbundled basis.

As shown in Table 4 below, U S WEST provides eight core and five diagnostic performance indicators that directly address unbundled switching and transport, as shown in Sections 20.2.1 and 20.2.2 of U S WEST's proposed SGAT:

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²⁹ Section 271(c)(2)(B)(v).

³⁰ Section 271(c)(2)(B)(vi).

³¹ Section 251(c)(3).

Table 4

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U S WEST Performance Indicators for Checklist Items 5 and 6

Unbundled Transport and Switching

	Indicator Number	Checklist Items 5 and 6 Performance Indicator
1	OP-3	Installation Commitments Met
2	OP-4	Installation Interval
3	OP-5	Installation Trouble Reports (within 30 days of new install.)
4	OP-6	Delayed Days
5	MR-5	Out of Service Cleared within four hours
6	MR-6	Mean Time to Restore
7	MR-7	Repair Repeated Report Rate
8	MR-8	Trouble Rate
9	DOP-1	CLEC or CLEC's Customer-Caused Installation Misses
10	DOP-2	Delayed Orders Completed more than 15 days past the commitment date
11	DOP-3	Delayed Orders Completed more than 90 days past the commitment date
12	DOP-4	CLEC or CLEC's Customer-Caused Coordinated Cutover Misses
13	DMR-1	CLEC or CLEC's Customer-Caused Trouble Reports

Because U S WEST has not provided unbundled switching or transport to CLECs in Arizona, there are no results of the above performance measures to report at this time.

D1 Installation Performance Indicators for Unbundled Transport and Switching

Installation Commitments Met (OP-3): Measures the percentage of unbundled elements, by type, for which the committed due date is met.

Installation Interval (OP-4): Measures the average interval (in business days)
between the application date and the completion date for service.

1	Installation Trouble Reports (OP-5): Measures Maintenance/Repair requests
2	received within thirty (30) calendar days of a completed service provisioning order as a
3	percentage of the related new installation total orders.
4	Delayed Days (OP-6): Measures the average number of days service is delayed
5	beyond the original due date for reasons attributed to U S WEST.
6	D2 Repair Performance Indicators for Unbundled Transport and Switching
7	Out of Service Cleared within 4 hours (MR-5): Measures the percentage of
8	trouble reports for unbundled elements that are cleared within four hours of a call from a
9	CLEC. The measurement includes only out of service trouble reports, which are
10	defined as the inability to initiate or receive calls due to a problem with the unbundled
11	element.
12	Mean Time to Restore (MR-6): Measures the average time to resolve requests
13	for repair. All U S WEST and CLEC-caused delays (no access, no available work force,
14	etc.) are included.
15	Repair Repeat Report Rate (MR-7): Measures the percentage of repair reports
16	that are repeated within 30 days.
17	Trouble Rate (MR-8): Measures the CLEC-specific trouble report rate of
18	occurrences per 100 unbundled elements, by type, in service.
19	D3 Diagnostic Indicators for Unbundled Transport and Switching
20	CLEC or CLEC's Customer-caused Installation Misses (DOP-1): This
21	diagnostic indicator measures the percentage of installation commitments missed for

- 1 CLECs' or CLECs' customers' reasons. Orders issued with a due date are included.
- 2 CLEC and aggregate CLEC state specific results will be available.
- 3 Percent Delayed Orders Completed more than 15 days past the
- 4 commitment date (DOP-2): This diagnostic indicator measures the percentage of
- 5 orders for which service is delayed more than fifteen days beyond the original due date
- 6 for reasons attributed to U S WEST.
- 7 Percent Delayed Orders Completed more than 90 days past the
- 8 commitment date (DOP-3): This diagnostic indicator measures the percentage of
- 9 orders for which service is delayed more than ninety days beyond the original due date
- 10 for reasons attributed to U S WEST.
- 11 CLEC- or CLEC's Customer-caused Coordinated Cutover Misses (DOP-4):
- 12 This diagnostic indicator measures the percentage of installation commitments missed
- for CLECs' or CLECs' customers' reasons.
- 14 CLEC or CLEC's Customer-caused Trouble Reports (DMR-1): This diagnostic
- 15 indicator measures the percentage of all trouble reports that occur due to CLEC or
- 16 CLEC end user customer action.
- D4 Conclusions for Checklist Items 5 and 6 Unbundled Transport and Switching
- The foregoing performance results for installation and repair of unbundled
- 20 transport and switching, including diagnostic results, will support the Commission in
- 21 finding that:
- USWEST is prepared to provide CLECs access to local transport and
- switching in Arizona on an unbundled basis in a nondiscriminatory manner and

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- to measure installation and repair performance when CLECs order these services;
- With performance indicators in place, the ability exists to insure that the market
 will remain open.

1	E. Checklist Item 7 – Access to 911/E911, Directory Assistance, and Operator
2	Services
3	The Act calls for U S WEST to provide "nondiscriminatory access to (I) 911 and
4	E911 services; (II) directory assistance services; and (III) operator call completion
5	services."32 U S WEST provides six core performance indicators that directly address
6	Checklist Item 7, as shown in Section 20.2.1 (paragraphs J and K) in U S WEST's
7	SGAT. These are:
8	ALI Database Updates Within 24 Hours (percent) [ES-1]
9	 911/E911 ES Trunk Installation Intervals (average) [ES-2]
10	Speed of Answer for Directory Assistance and Operator Services (average)
11	[DA-1 and OS-1]
12	Calls Answered to Directory Assistance and Operator Services within 10
13	seconds (percent) [DA-2 and OS-2]
14	E1 Emergency Services – 911/E911
15	ALI Database Updates Completed within 24 hours (ES-1): Measures the
16	percentage of batch updates to the ALI Database accomplished within 24 hours of
17	service order completion. The results for the months of November 1998 through
18	January 1999 are:
19 20	 ALI Database updates within 24 hours Nov-98 Dec-98 Jan-99 100% 100%

³² Section 271(c)(2)(B)(vii).

1 These results demonstrate that U S WEST has completed all batch updates to 2 the ALI database within twenty-four hours. 3 911/E911 ES Trunk Installation Interval (ES-2): Measures the average time (in 4 business days) between the application date and the completion date for the service 5 ordered. USWEST did not install any 911 trunks for CLECs in the months of 6 November through January 1999, so there are no results to report for this measure in 7 recent months. . 8 **E2** Access to Directory Assistance 9 Speed of Answer - Directory Assistance (DA-1): Measures the average time 10 following the first ring when a call is first picked up by the US WEST agent to answer 11 directory assistance calls. In order to report individual CLEC results, the CLEC must 12 make special trunking and workforce arrangements which, to date, no CLEC has 13 requested. 14 The results for the above indicator for the months of November 1998 through 15 January 1999 are: 16 Nov-98 Dec-98 Jan-99 17 • DA Speed of Answer (seconds) 10.2 8.6 8.4 18 These results demonstrate that U S WEST is providing timely access to Directory 19 Assistance. 20 Calls Answered within Ten Seconds - Directory Assistance (DA-2): 21 Measures the percent of directory assistance calls that are answered within ten seconds 22 of the first ring by the U S WEST agent. The results for the months of November 1998

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through January 1999 are:

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1 2	 Calls to DA answered < 10 seconds 	Nov-98 89.8%	<u>Dec-98</u> 91.4%	<u>Jan-99</u> 91.6%
3	These results demonstrate that USWEST	Directory	Assistance	e calls are
4	answered in less than ten seconds about ninety percer	nt of the tin	ne.	
5	E3 Access to Operator Services			
6	Speed of Answer – Operator Services (OS	-1): Meas	ures the av	verage time
7	following the first ring when a call is first picked up by	the US	VEST agen	it to answer
8	operator assisted calls. In order to report individual CL	.EC results	, the CLEC	must make
9	special trunking and workforce arrangements which, t	o date, no	CLEC has	requested.
10	The results for the above indicator for the months of	November	1998 throu	gh January
11	1999 are:			,
,				
12 13	OS Speed of Answer (seconds)	Nov-98 10.9	<u>Dec-98</u> 11.6	<u>Jan-99</u> 10.4
	OS Speed of Answer (seconds) These results demonstrate that U S WEST is presented to the seconds.	10.9	11.6	10.4
13 14	,	10.9	11.6	10.4
13 14 15	These results demonstrate that U S WEST is pro-	10.9 oviding tim	11.6 ely access	10.4 to Operator
13 14 15	These results demonstrate that U S WEST is pro-	10.9 oviding time	11.6 ely access ces (OS-2)	10.4 to Operator : Measures
13 14 15 16	These results demonstrate that U S WEST is pro- Services. Calls Answered within ten seconds – Opera	10.9 oviding time ator Service n ten seco	11.6 ely access ces (OS-2) ends of the	10.4 to Operator : Measures first ring by
13 14 15 16 17	These results demonstrate that U S WEST is properties. Calls Answered within ten seconds – Operating the percent of Operator Assisted calls answered within	10.9 oviding time ator Service n ten seco	11.6 ely access ces (OS-2) ends of the	10.4 to Operator : Measures first ring by
13 14 15 16 17 18 19 20 21 22	These results demonstrate that U S WEST is properties. Calls Answered within ten seconds – Operative percent of Operator Assisted calls answered within the U S WEST agent. The results for the months of the U S WEST agent.	10.9 oviding time ator Service n ten seco	11.6 ely access ces (OS-2) ends of the	10.4 to Operator : Measures first ring by
13 14 15 16 17 18 19 20 21	These results demonstrate that U S WEST is properties. Calls Answered within ten seconds – Operative percent of Operator Assisted calls answered within the U S WEST agent. The results for the months of 1999 are:	10.9 oviding time ator Service n ten seconovember November 89.1%	11.6 ely access ces (OS-2) ands of the 1998 throu Dec-98 88.4%	10.4 to Operator : Measures first ring by gh January Jan-99 89.6%

E4 Conclusions for Checklist Item 7 – 911/E911, DA, and OS

- 2 Actual results for U S WEST's performance relating to this checklist item show
- 3 that:

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- U S WEST is providing CLECs with access to 911/E911, DA, and OS in
 Arizona; and
- The quality of that access is sufficient to give an efficient competitor a meaningful opportunity to compete.

Specifically, highlights of the actual results show for 911/E911 that, while there has been no CLEC activity ordering emergency services trunks in the months reported, 100% of ALI database updates have been completed within 24 hours. For access to operator services and directory assistance, ninety percent or more of all calls are answered within ten seconds in recent months, and average speeds of answer are generally less than ten seconds for directory assistance and slightly more than ten seconds for operator services.

F. Checklist Item 11 – Interim Number Portability

The Act calls for USWEST to provide "interim telecommunications number portability . . . with as little impairment of functioning, quality, reliability, and convenience as possible." as possible."

U S WEST provides eleven performance indicators that go well beyond satisfying the Act. In addition to addressing INP as a subset of unbundled loops, U S WEST addresses INP as a separate service grouping. These performance indicators are as

³³ Section 271(c)(2)(B)(xi).

- shown in Section 20.2.1 (paragraphs L and M) in U S WEST's proposed SGAT. These
- 2 are described in the following Table 5:

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Table 5

U S WEST Performance Indicators, Checklist Item 11

Interim Number Portability

	Indicator Number	Checklist Item 11 Performance Indicator
1	OP-3	Installation Commitments Met
2	OP-4	Installation Interval
3	OP-5	Installation Trouble Reports (within 30 days of new install.)
4	OP-8	Coordinated Cutover Interval – INP
5	MR-3	Out of Service Cleared in 24 hours
6	MR-4	All Troubles Cleared in 48 hours
7	MR-5	Out of Service Cleared within 4 hours
8	MR-6	Mean Time to Restore
9	MR-7	Repair Repeated Report Rate
10	MR-8	Trouble Rate (under development for Jun 99)
11	DOP-1	CLEC or CLEC's Customer-Caused Installation Misses

F1 Installation of INP

Installation Commitments Met (OP-3): Measures the percentage of interim number portability orders for which the committed due date is met. The results for the months of November 1998 through January 1999 are:

11 Nov-98 Dec-98 Jan-99
12 Installation Commitments Met 100% no activity no activity

These results demonstrate that U S WEST has met installation commitments for INP 100 percent of the time in the most recent month of CLEC activity.

1	Installation Interval (OP-4): Measures the average interval (in business days)				
2	between the application date and the completion date for interim number portability				
3	service. The results for the months of November 1998 through January 1999 are:				
4 5 6 7	 Installation Intervals (average days): Nov-98 Dec-98 Jan-99 4.8 no activity no activity These results demonstrate that, in the most recent month of CLEC activity, 				
8	U S WEST provided INP within about five days from the time of order, on average.				
9	Installation Trouble Reports (OP-5): Measures Maintenance/Repair requests				
10	received within thirty (30) calendar days of a completed service provisioning order as a				
11	percentage of the related new installation total orders. The results for the months of				
12	November 1998 through January 1999 are:				
13 14 15	● Installation Trouble Reports: Nov-98 Dec-98 Jan-99 17.6% 0.0% no activity				
16	These results demonstrate that U S WEST is installing INP accurately, based on				
17	there being no trouble reports within 30 days of installations in recent months.				
18	Coordinated Cutover Interval - INP (OP-8): Measures the average time to				
19	complete an Interim Number Portability cutover. Separate results are provided for				
20	interim number portability cutovers coordinated with and without unbundled loops.				
21	<u>Nov-98</u> <u>Dec-98</u> <u>Jan-99</u>				
22	INP w/o Unbundled Loop: 2 min. no activity no activity				
23	INP w/ Unbundled Loop: no activity no activity no activity				
24	These results demonstrate that, for the most recent month in which there was				
25	activity, USWEST completed INP cutovers without unbundled loops in only two				
26	minutes, on average. For INP cutovers with coordinated unbundled loops, there was no				

- 1 CLEC order activity in the most recent three months reported. Nevertheless, Exhibit
- 2 MGW-2, Checklist Item 11, demonstrates that INP cutover times are generally less than
- 3 thirty minutes (with only one month as an exception).

F2 Repair of INP

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Out of Service Cleared within 24 Hours (MR-3): Measures the percentage of trouble reports for interim number portability that are cleared within twenty-four hours of a call from a CLEC. The measurement includes only out of service trouble reports, which are defined as the inability to initiate or receive calls. The results for the months of November 1998 through January 1999 are:

Nov-98 Dec-98 Jan-99
 INP Out of Service Cleared within 24 hours: 75% 66.6% 41.2%

These results demonstrate that there have been very few out-of-service conditions affecting INP in the most recent three months reported. For December 1998, there were only two such events, and in January 1999, only one out-of-service condition.

All Troubles cleared within 48 hours (MR-4): Measures the percent of trouble reports cleared within 48 hours of a call from a CLEC. This measurement includes all applicable trouble reports, including those that are out of service and those that are only service-affecting. The results for the months of November 1998 through January 1999 are:

1 2 3	● All INP Troubles Cleared within 48 hours: Nov-98 Dec-98 Jan-99 93.8% 100% 94.1%				
4	These results demonstrate that U.S.WEST is responsive clearing all INP				
5	troubles, whether out of service or only service affecting, within 48 hours in recent				
6	months.				
7	Mean Time to Restore (MR-6): Measures the average time to resolve requests				
8	for repair. All U S WEST and CLEC-caused delays (no access, no available work force,				
9	etc.) are included. The results, reported in hours:minutes format, for the months of				
10	December 1998 through January 1999 are:				
11 12 13	• INP Mean Time to Restore (hours:minutes):				
14	These results demonstrate, consistent with the previous two indicators, that the				
15	average time to resolve all INP trouble reports is less than one day.				
16	Repair Repeat Report Rate (MR-7): Measures the percentage of repair reports				
17	that are repeated within 30 days. Includes U S WEST network or system caused				
18	reports. The results for the above indicator for the months of November 1998 through				
19	January 1999 are:				
20 21 22	Nov-98 <u>Dec-98</u> <u>Jan-99</u> INP Repair Repeat Reports Rate: 0% 0% 0%				
23	These results demonstrate that U S WEST is resolving INP troubles accurately,				
24	based on there being no repeat trouble reports within thirty days of previous trouble				
25	reports.				
26	Trouble Rate (MR-8): Measures CLEC-specific trouble report rate of				
27	occurrences per 100 interim number portability arrangements in service. Measures				
28	U S WEST network or system causes, excludes reports due to CLEC action or CLEC				

1 equipment failures. First results for this indicator will be gathered for the month of April 2 1999, and will be reported in June 1999. F3 Diagnostic Results for INP 3 4 CLEC or CLEC's Customer-caused Installation Misses (DOP-1): This diagnostic indicator measures the percentage of installation commitments missed for 5 CLECs' or CLECs' customers' reasons. Orders issued with a due date are included. 6 7 CLEC and aggregate CLEC state specific results are available. The results for the 8 months of November 1998 through January 1999 are: 9 Nov-98 Dec-98 10 CLEC or Customer-caused Installation Misses: 0% no activity no activity 11 These results show that there were no CLEC or CLEC Customer-caused 12 13 installation misses to consider in evaluating installation commitments met or installation 14 intervals performance results. 15 F4 Conclusions for Checklist Item 11 – Interim Number Portability 16 The foregoing results for installation and repair of interim number portability 17 support the Commission in finding that:

USWEST is providing Interim Number Portability in satisfaction of Checklist

• U S WEST's installation and repair performance results for INP provide efficient

CLECs a meaningful opportunity to compete.

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Item 11.

G. Checklist Item 14 – Resale Services

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The Act calls for U S WEST (1) to insure that "telecommunications services are available for resale . . . " and (2) "not to impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service"

From the perspective of considering indicators of service performance, these provisions call for nondiscriminatory service quality, even though they approach the matter somewhat differently than other checklist items dealing with nondiscrimination that focus primarily on terms and conditions, rather than service quality itself.

This nondiscrimination standard thus calls for U S WEST to provide equal quality of service as between and among retail customers and CLECs to which U S WEST provides the same retail/resale services.

U S WEST provides ten core and four diagnostic performance indicators that directly address resale services, as shown in Sections 20.2.1 and 20.2.2 in U S WEST's SGAT. These indicators are listed in Table 6 below:

15 **Table 6**

U S WEST Performance Indicators for Checklist Item 14 - Resale

	Indicator Number	Checklist Item 14 Performance Indicator
1	OP-3	Installation Commitments Met
2	OP-4	Installation Interval
3	OP-5	Installation Trouble Reports (within 30 days of new install.)
4	OP-6	Delayed Days
5	MR-3	Out of Service Cleared within 24 hours (non-designed repair process)
6	MR-4	All Troubles Cleared within 48 hours (non-designed repair process)
7	MR-5	Out of Service Cleared within 4 hours (designed repair process)
8	MR-6	Mean Time to Restore
9	MR-7	Repair Repeated Report Rate

	Indicator Number	Checklist Item 14 Performance Indicator
10	MR-8	Trouble Rate (under development for Jun 99)
11	DOP-1	CLEC or CLEC's Customer-Caused Installation Misses
12	DOP-2	Delayed Orders Completed more than 15 days past the commitment date
13	DOP-3	Delayed Orders Completed more than 90 days past the commitment date
14	DMR-1	CLEC or CLEC's Customer-Caused Trouble Reports

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G1 Installation of Resale Services

As stated in the SGAT, U S WEST reports performance results for the above resale service quality indicators. These results are reported according to resale services provided to CLECs (shown below as "CLECs") and retail services provided to U S WEST's end user customers (shown below as "U S WEST").

Installation Commitments Met (OP-3): Measures the percentage of orders for resale services for which the committed due date is met. The results for the above indicator for the months of November 1998 through January 1999 are:³⁴

11	•	Installation Commitments Met - Residence			
12			<u>November</u>	<u>December</u>	<u>January</u>
13		CLECs	92.6%*	94.6%*	97.5%
14		U S WEST	96.2%	96.1%	95.6%
15	•	Installation Commitments Met - Business			
16			November	<u>December</u>	January
17		CLECs	95.7%	96.6%	95.3%
18		U S WEST	93.2%	93.5%	93.8%

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

1	•	Installation Commitments Met - Centrex			
2			November	December	January
3		CLECs	92.6%	94.7%	94.9%
4		U S WEST	93.5%	92.7%	92.5%
5	•	Installation Commitments Met - PBX			•
6			<u>November</u>	<u>December</u>	<u>January</u>
7		CLECs	89.3%	78.7%	80.9%
8		U S WEST	91.6%	86.8%	85.9%
9		Installation Commitments Met - Basic POT	TS ISDN		
10	•	mstandion Communents Met - Dasic i Oi	November	<u>December</u>	January
11		CLECs	86.3%	86.6%	72.4%
12		USWEST	78.3%	76.9%	76.2%
13	•	Installation Commitments Met - Basic Des	igned ISDN		
14			November	<u>December</u>	January ³⁵
15		CLECs	100.0%	14.3%*	33.3%*
16		U S WEST	48.8%	83.3%	61.1%
17		Installation Commitments Met. Brimen IS	·DAI		
18	•	Installation Commitments Met - Primary IS		Docombor	lanuani
19		CLECs	<u>November</u> 75.0%	<u>December</u> 93.8%	<i>January</i> 75.0%
20		U S WEST	38.0%	69.2%	75.0% 59.6%
_0		0 0 11201	00.070	05.270	33.076
21	•	Installation Commitments Met - DS0			
22			November	December	January
23		CLECs	50.0%	50.0%	66.7%
24		U S WEST	42.0%	63.2%	77.9%
25	•	Installation Commitments Met - DS1			_
26 27		01.50-	November 27.48	<u>December</u>	<u>January</u>
27 28		CLECs	37.1%*	59.7%*	52.0%*
28		U S WEST	61.0%	67.4%	68.4%

As the second month with a statistically-significant difference, this indicator is under observation to determine whether the trend will continue into a third month, in which case an investigation will be triggered and, as applicable, action plans will be developed to resolve the difference, per provisions of the SGAT, Section 20.7.

Installation Commitments Met - DS3

CLECs

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November <u>December</u> <u>January</u> no activity no activity

These results demonstrate that:

- For non-designed services, U S WEST consistently meets due dates more than 90 percent of the time. In recent months, and in the seven months reported, commitments met results reported for non-designed services have satisfied this checklist item and have reflected no significant differences adverse to CLECs, as defined in Section 20.7.1 of the SGAT and explained in Sections I.D.2 and III.B of this affidavit.
- under investigation as I explain later, U S WEST consistently meets due dates in a nondiscriminatory manner. Only the commitments met results reported for resold DS1 service reflect a significant difference as defined in the proposed SGAT. This difference exists only in the most recent three months reported. The next appropriate step is to consider the situation in context and to place resold DS1 commitments met under investigation to determine whether the supporting facts provide a reasonable explanation or whether an action plan to resolve the difference is needed. U S WEST is now in the process of this investigation. In this context, it should be noted that, despite differences in commitments met, installation intervals for DS1 service (reported next) are either not significantly different or better for CLECs than for U S WEST retail, both in the most recent three months and in the seven months reported.

1	Installation Interval (OP-4): Measures the average interval (in business days)				
2	between the application date and the completion date for service. The results for the				
3	months	of November 1998 through January 1999 a	re: ³⁶		
4 5	•	Installation Interval - Residence	<u>November</u>	<u>December</u>	<u>January</u>
6 7		CLECs U S WEST	3.3 days* 2.7 days	2.5 days 2.5 days	1.1 days 2.6 days
8 9	•	Installation Interval - Business	November	December	January
10 11		CLECs U S WEST	3.0 days 3.6 days	2.0 days 3.3 days	2.2 days 3.0 days
12 13	•	Installation Interval - Centrex	<u>November</u>	<u>December</u>	January
14 15		CLECs U S WEST	4.2 days 3.9 days	4.3 days 3.7 days	3.4 days 3.5 days
16 17	•	Installation Interval - PBX	Marramakan	D	
17 18 19		CLECs U S WEST	November 3.7 days 3.2 days	December 5.5 days 4.1 days	<i>January</i> 6.2 days 5.5 days
20	•	Installation Interval - Basic POTS ISDN		_	
21 22 23		CLECs U S WEST	November 11.2 days 11.1 days	<u>December</u> 10.4 days 11.9 days	<i>January</i> 12.7 days 12.7 day
24	•	Installation Interval - Basic Designed ISDN			
25 26 27		CLECs U S WEST	November no activity 14.0 days	December 41.4 days* 8.0 days	January 33.3 days 11.8 days
28	•	Installation Interval - Primary ISDN			
29 30		CLECs	November 12.3 days	<u>December</u> 37.7 days*	<i>January</i> 3.5 days

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

14.3 days

12.5 days

14.7 days

USWEST

1	 Installation Interval - DS0 			
2		<u>November</u>	December	January
3	CLECs	21.3 days	21.0 days	8.3 days
4	U S WEST	26.5 days	22.1 days	10.9 days
5	• Installation Interval - DS1			
6		<u>November</u>	December	January
7	CLECs	17.4 days	12.1 days	15.1 days*
8	U S WEST	15.7 days	14.2 days	11.9 days
9	 Installation Interval - DS3 			
10		<u>November</u>	<u>December</u>	<u>January</u>
11 12	CLECs	no activity	no activity	no activity
13	These results demonstrate that:			

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- For non-designed resale services, both in recent months and throughout the seven month period reported in Exhibit MGW-2, US WEST has provided reasonable and nondiscriminatory installation intervals to CLECs. For these non-designed services, only for two services (Residence and Basic Designed ISDN) was there one month that had a statistically-significant difference in service levels U S WEST provided to CLECs, and that was not repeated in the two months following, in each case. Otherwise, there are no significant differences as defined in the proposed SGAT, Section 20.7.1, and as further explained herein.
- For designed resale services, both in recent months and throughout the seven month period reported, U S WEST has provided reasonable nondiscriminatory installation intervals to CLECs. For these designed services, there are also no significant differences adverse to CLECs as defined in the proposed SGAT, Section 20.7.1, and as explained herein. For these designed services, only two (Primary ISDN and DSI Service) had statistically-significant

differences in the most recent three months reported – and only one month in isolation in each case.

Installation Trouble Reports (OP-5): Measures Maintenance/Repair requests received within thirty (30) calendar days of a completed service provisioning order as a percentage of the related new installation total orders. Unlike other indicators, this measurement combines concepts of both installation and repair. The fundamental measurement supporting this indicator focuses on repair activity (i.e., measuring troubles reported soon after installation), but the purpose is to evaluate the accuracy of installation activity (i.e., presenting the result as a percentage of related new installation activity). Consequently, the calculation and statistical analysis for this indicator are also different than for other indicators, in that the results present the measurement on the basis of installation activity, while the statistical analysis focuses only on the repair dimension.

This approach demonstrates well whether installations are completed accurately. However, due to the dual repair/installation nature of the indicator, it is possible for some comparisons to show large differences, as a percentage of installation activity, that are not statistically significant differences from a repair perspective, as can be seen in some of the results below. This effect is sometimes magnified by the fact that installation activity is reported in terms of orders, each of which can include multiple services or lines, whereas trouble reports are targeted to individual lines or services.

The results for the above indicator for the months of November 1998 through 1 January 1999 are:37 2 3 Installation Trouble Reports - Residence 4 November December January 5 **CLECs** 0.2% 0.3%* 0.1% 6 **USWEST** 0.3% 0.2% 0.2% 7 Installation Trouble Reports - Business 8 **November** December **January** 9 **CLECs** 0.1% 0.1% 0.1% 10 **USWEST** 0.4% 0.4% 0.3% 11 Installation Trouble Reports - Centrex 12 <u>November</u> December January 13 **CLECs** 0.3% 0.2% 0.6% 14 **USWEST** 0.5% 0.5% 0.6% 15 Installation Trouble Reports - PBX 16 November December January 17 **CLECs** 4.3% 0.9% 0.0% 18 **USWEST** 0.0% 0.0% 0.1% 19 Installation Trouble Reports - Basic POTS ISDN 20 November December January 21 **CLECs** 0.0% 0.0% 0.0% 22 **USWEST** 0.2% 0.0% 0.1% 23 Installation Trouble Reports - Basic Designed ISDN 24 November December January 25 **CLECs** 0.0% 0.0% 0.0% 26 **USWEST** 0.0% 0.0% 0.0% 27 Installation Trouble Reports - Primary ISDN 28 November December January 29 CLECs 92.9% 37.5% 15.0% **USWEST** 30 37.1% 45.9% 28.9%

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

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1	 Installation Trouble Reports - DS0 			
2 3	CLECs	<u>November</u> 51.3% ³⁸	<u>December</u> 160.0% ³⁹	<u>January</u>
4	U S WEST	32.5%	64.5%	214.3% ⁴⁰ 44.6%
		02.070	01.070	11.070
5	 Installation Trouble Reports - DS1 			
6 7	CLECs	<u>November</u>	<u>December</u>	<u>January</u>
8	U S WEST	10.0%* 6.4%	5.5% 5.3%	10.7% 8.1%
J	0 0 W201	0.476	3.3 %	0.170
9	• Installation Trouble Reports - DS3			
10	21.72	<u>November</u>	<u>December</u>	<u>January</u>
11 12	CLECs U S WEST	10.0%		no activity
13	U S WEST	0.0%	no activity r	no activity
14	These results demonstrate that, for both	h non-designed a	and designed	services,
15	U S WEST is consistently performing service ins	stallations for CLE	Cs' custome	rs with an
16	accuracy level that is reasonable and nondisc	criminatory in con	nparison to ir	nstallation
17	accuracy levels associated with retail service	es installations.	For this per	formance
18	indicator, all services in all months (except resi	dence in the mor	nth of Decemi	ber 1998)
19	report results for this indicator that demonstrate	nondiscriminatory	service.	
20	Delayed Days (OP-6): Measures the ave	erage number of c	lays service is	s delayed
21	beyond the original due date for reasons attribut	ed to U S WEST.	41	
22	Results available for this indicator for the	he months of No	vember 1998	3 through
23	January 1999 are:			•

³⁸ Ibid.

³⁹ Ibid.

⁴⁰ Ibid.

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

1 2 3 4	• <u>Delayed Days (average days) - Residence</u> CLECs U S WEST November December January
5 6 7 8	• <u>Delayed Days (average days) - Business</u> CLECs U S WEST November December January
9 10 11 12	• <u>Delayed Days (average days) - Centrex</u> CLECs US WEST November December January 11.3 10.5 10.2 11.9
13 14 15 16	• <u>Delayed Days (average days) - PBX</u> CLECs U S WEST November December January
17 18 19 20	• <u>Delayed Days (average days) - Basic POTS ISDN</u>
21 22 23 24	Delayed Days (average days) - Basic Designed ISDN November December January CLECs no CLEC Activity 37.0* 36.5 ⁴² U S WEST no CLEC Activity 12.2 12.4
25 26 27 28	Delayed Days (average days) - Primary ISDN November December January CLECs 20.0 ⁴³ 0.0 0.0 U S WEST 8.4 na na

Only two orders this month and not statistically significant, per permutation test as reported in Exhibit MGW-2, Checklist Item 14, for this indicator.

lbid., (i.e., again, only two orders and not statistically significant).

1 2 3 4	• <u>Delayed Days (average days) - DS0</u>
5 6 7 8	• <u>Delayed Days (average days) - DS1</u> CLECs US WEST November December January 14.5* 18.3* 45 17.6 16.1 17.4
9 10 11 12 13	Delayed Days (average days) - DS3 CLECs November December January no activity no activity no activity These results demonstrate that CLECs are generally experiencing
14	nondiscriminatory average delayed days. There are no significant difference in results
15	for average delayed days as defined in the proposed SGAT, Section 20.7.1. However,
16	the results for DS1 service are under observation, as there have been two months of
17	statistically significant difference.
18	Turning to the related diagnostic indicators for additional context on DS1 service
19	performance (as reported below); however, CLECs experienced a lower percentage of
20	delayed orders beyond 15 days than U S WEST retail in the months of November and
21	December.
22	G2 Repair of Resale Services
23	Out-of-Service Cleared within 24 Hours (MR-3): Measures the percentage of
24	trouble reports for resold services that are cleared within 24 hours of a call from a

⁴⁴ Ibid., (same comment).

As the second month with a statistically-significant difference, this indicator is under observation to determine whether the trend will continue into a third month, in which case an investigation will be triggered and, as applicable, action plans will be developed to resolve the difference, per provisions of the SGAT, Section 20.7.

CLEC. The measurement includes only out of service trouble reports, which are defined as the inability to initiate or receive calls. The purpose for this performance indicator is to show what percentage of out-of-service troubles are resolved within 24 hours, which is the standard repair time estimate for clearing out-of-service non-

5 designed services. Results for this performance indicator for the months of November

6 1998 through January 1999 are:46

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7	•	Out of Service Cleared in 24 Hours - Resid	dence		
· 8			<u>November</u>	<u>December</u>	<u>January</u>
9		CLECs	25.2%*	36.6%	44.2%
10		U S WEST	38.7%	40.0%	40.4%
				•	
11	•	Out of Service Cleared in 24 Hours - Busin	ess		
12			November	December	<u>January</u>
13		CLECs	45.8%	41.9%	58.1%
14		U S WEST	53.8%	54.0%	48.2%
•					
15	•	Out of Service Cleared in 24 Hours - Centr	<u>ex</u>		
16			November	December	January
17		CLECs	39.1%	22.2%*	43.6%
18		U S WEST	47.4%	50.5%	40.7%
19	•	Out of Service Cleared in 24 Hours - PBX			
20			<u>November</u>	<u>December</u>	<u>January</u>
21		CLECs	37.0%	17.9%	25.0%
22		U S WEST	40.0%	no activity	no activity
23	•	Out of Service Cleared in 24 Hours - Basic	POTS ISDN		
24			<u>November</u>	<u>December</u>	<u>January</u>
25		CLECs	no activity	no activity	no activity
26					
27	,	These results demonstrate that, from the p	erspective of	clearing out	t-of-service

troubles within the standard estimated time of twenty-four hours, U S WEST is providing

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

1 CLECs with nondiscriminatory repair. In the most recent three months reported, only

2 two services experienced a significant difference in CLEC versus USWEST

performance - each in one isolated month - and the situation was not repeated in

4 following months.

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All Troubles cleared within 48 hours (MR-4): Measures the percentage of trouble reports cleared within 48 hours of a call from a CLEC. This measurement includes all applicable trouble reports, including those that are out of service and those that are only service-affecting. The purpose for this performance indicator is to show what percentage of all troubles are resolved within 48 hours, which is the standard repair time estimate for all troubles involving non-designed services. Results for this indicator for the months of November 1998 through January 1999 are:⁴⁷

12 13 14 15	•	All Troubles Cleared in 48 Hours - Residen CLECs US WEST	<u>ce</u> <u>November</u> 94.3% 89.6%	<u>December</u> 91.4% 94.5%	<i>January</i> 95.8% 93.1%
16 17 18 19	•	All Troubles Cleared in 48 Hours - Business CLECs US WEST	<u>S</u> <u><i>November</i> 81.4%* 93.9%</u>	<u>December</u> 93.5% 96.6%	<u>January</u> 93.0% 95.5%
20 21 22 23	•	All Troubles Cleared in 48 Hours - Centrex CLECs U S WEST	November 87.0% 89.1%	<u>December</u> 96.3% 94.6%	<i>January</i> 89.7% 90.6%
24 25 26 27	•	All Troubles Cleared in 48 Hours - PBX CLECs US WEST	November 100.0% 100.0%	<u>December</u> 100.0% 100.0%	<u>January</u> 93.8% 100.0%

All Troubles Cleared in 48 Hours - Basic POTS ISDN 1 2 November December Januarv 3 **CLECs** no activity no activity no activity 4 5 These results demonstrate that, from the perspective of clearing all troubles within the standard estimated time of forty-eight hours, U S WEST is providing CLECs 6 7 with nondiscriminatory repair. Only one service category experienced a significant 8 difference in one month, and that situation was not repeated in the two months 9 following. 10 Out of Service Cleared within 4 hours (MR-5): Measures the percentage of trouble reports for designed resold services that are cleared within four hours of a call 11 12 from a CLEC. The measurement includes only out of service trouble reports, which are defined as the inability to initiate or receive calls. The purpose of this performance 13 14 indicator is to show what percentage of out-of-service troubles are resolved within the 15 standard estimate for designed services of four hours. The results for the November 1998 to January 1999 timeframe are: 48 16 17 Out of Service Cleared in 4 Hours - DS0 18 November December January 19 CLECs 80.7% 83.1% 81.4% 20 **USWEST** 80.3% 79.8% 82.8% 21 Out of Service Cleared in 4 Hours - DS1 22 November December January 23 **CLECs** 76.2% 74.6% 75.6% 24 **USWEST** 73.3% 75.8% 74.8%

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

1	 Out of Service Cleared in 4 Hours – I 	<u>DS3</u>		
2	01.50-	<u>November</u>	<u>December</u>	<u>January</u>
3 4	CLECs U S WEST	66.7%	57.1%	85.7%
4	U S WEST	94.1%	72.7%	66.7%
5	 Out of Service Cleared in 4 Hours - E 	Basic Designed ISD	N	
6		<u>November</u>	<u>December</u>	<u>January</u>
7	CLECs	no CLEC activity		0.0%
8	U S WEST	no CLEC activity	0.0%	0.0%
9	 Out of Service Cleared in 4 Hours - F 	Primary ISDN		
10		<u>November</u>	<u>December</u>	<u>January</u>
11	CLECs	60.7%	30.6%	54.1%
12	U S WEST	68.2%	37.9%	64.7%
13	These results demonstrate that, from	the perspective of	clearing out	of service
14	troubles for designed services within the	standard estimate	e time of fo	ur hours,
15	U S WEST is providing CLECs with nondiscri	minatory repair. Tl	nere were no	instances
	U S WEST is providing CLECs with nondiscri			
15 16	U S WEST is providing CLECs with nondiscri			
		ny statistically signi	icant differen	ces.
16	in the most recent three months reported of a	ny statistically signifures the average ti	ficant differen	ces. e requests
16 17	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas	ny statistically signifures the average the lelays (no access, r	ficant differen ime to resolve no available w	ces. e requests vork force,
16 17 18	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of	ny statistically signifures the average the lelays (no access, r	ficant differen ime to resolve no available w	ces. e requests vork force,
16 17 18 19 20 21	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of etc.) are included. The results for the months	ny statistically signif sures the average to delays (no access, r of November 1998	ficant different me to resolve no available w through Janu	ces. e requests vork force, uary 1999,
16 17 18 19 20 21 22	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of etc.) are included. The results for the months shown in "hours:minutes" format, are: 49 • Mean Time to Restore - Residence	ny statistically significances the average to delays (no access, response of November 1998) November	ficant different me to resolve no available w through Janu <u>December</u>	ces. e requests vork force, uary 1999, January
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16 17 18 19 20 21 22 23	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of etc.) are included. The results for the months shown in "hours:minutes" format, are: 49 • Mean Time to Restore - Residence CLECs	ny statistically signifures the average to delays (no access, roof November 1998) <u>November</u> 14:19	Ficant different me to resolve no available w through Janu December 19:39	ces. e requests vork force, uary 1999, January 19:42
16 17 18 19 20 21 22 23 24 25 26	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of etc.) are included. The results for the months shown in "hours:minutes" format, are: 49 • Mean Time to Restore - Residence CLECs U S WEST	ny statistically signifures the average to delays (no access, roof November 1998) <u>November</u> 14:19	Ficant different me to resolve no available w through Janu December 19:39	ces. e requests vork force, uary 1999, January 19:42
16 17 18 19 20 21 22 23 24 25 26 27	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of etc.) are included. The results for the months shown in "hours:minutes" format, are: 49 • Mean Time to Restore - Residence CLECs U S WEST • Mean Time to Restore - Business CLECs	ny statistically significant sures the average to delays (no access, respectively) of November 1998 **November 14:19	icant different me to resolve no available we through Janu December 19:39 13:57	ces. e requests vork force, uary 1999, January 19:42 17:35
16 17 18 19 20 21 22 23 24 25 26	in the most recent three months reported of an Mean Time to Restore (MR-6): Meas for repair. All U S WEST and CLEC-caused of etc.) are included. The results for the months shown in "hours:minutes" format, are: 49 • Mean Time to Restore - Residence CLECs U S WEST • Mean Time to Restore - Business	ny statistically significantly significant signifi	icant different me to resolve no available we through Janu December 19:39 13:57	ces. e requests vork force, uary 1999, January 19:42 17:35

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

1 2	Mean Time to Restore - Centrex	November	December	January
3	CLECs	18:42	10:50	19:15
4	U S WEST	17:05	12:49	19:03
5	 Mean Time to Restore - PBX 			
6 7	CLECs	November	<u>December</u>	January
8	U S WEST	7:23 4:29	2:42 0:00	18:25 4:00
9	Moon Time to Poeters - Poeie DOTS (CDA	,		
10	 Mean Time to Restore - Basic POTS ISDN 	<u>I</u> November	December	January
11	CLECs	no activity		no activity
12	Mean Time to Restore - Basic Designed IS	SDN		
13		November	<u>December</u>	<u>January</u>
14 15	CLECs	no activity	no activity	8:00
16	 Mean Time to Restore - Primary ISDN 			
17 18	CLECs	November 10:54	<u>December</u> 21:11	<i>January</i> 9:12
19	USWEST	8:03	18:45	9.12 7:22
20	Mean Time to Restore - DS0			
21	· · · · · · · · · · · · · · · · · · ·	November	December	<u>January</u>
22	CLECs	4:02	2:31	3:18*
23 24	U S WEST	2:35	2:42	2:22
25	 Mean Time to Restore - DS1 			
26	CLECs	<u>November</u>	<u>December</u>	<u>January</u>
27 28	U S WEST	3:49 4:19	3:42 4:05	3:56 2:59
		4.10	4.00	2.00
29 30	 Mean Time to Restore - DS3 	November	Docombor	lanuani
31	CLECs	7:20	<u>December</u> 3:51	<i>January</i> 1:30
32	U S WEST	1:16	31:43	8:03
33	These results demonstrate that, from the o	overall repair	perspective of	of average
34	time to resolve all trouble reports, U S WEST is pro	oviding CLECs	s with nondisc	riminatory
35	repair. Only two services had differences in results	s, each in only	one month o	f the three
7				

recent months reported above.

1 Repair Repeat Report Rate (MR-7): Measures the percentage of repair reports

- 2 that are repeated within 30 days, and includes U S WEST network or system caused
- 3 reports. The results for the months of November 1998 through January 1999 are: 50

4		Repair Repeat Rate - Residence			
5		0.50	<u>November</u>	<u>December</u>	<u>January</u>
6		CLECs	13.0%	9.7%	11.6%
7		U S WEST	11.3%	9.8%	8.9%
8	•	Repair Repeat Rate - Business			
9			<u>November</u>	<u>December</u>	<u>January</u>
10		CLECs	23.7%*	12.9%	18.6%
.11		U S WEST	12.5%	11.0%	8.1%
12	•	Repair Repeat Rate - Centrex			
13			<u>November</u>	<u>December</u>	<u>January</u>
14		CLECs	26.1%	11.1%	15.4%
15		U S WEST	15.6%	13.9%	11.1%
16	•	Repair Repeat Rate - PBX			
17			November	December	January
18		CLECs	18.5%	10.7%	6.3%
19		U S WEST	20.0%	0.0%	0.0%
20	•	Repair Repeat Rate - Basic POTS ISDN			
21			<u>November</u>	<u>December</u>	<u>January</u>
22		CLECs	no activity	no activity	no activity
23		U S WEST	0.0%	7.7%	3.6%
24	•	Repair Repeat Rate - Basic Designed ISD	N.		
25			<u>November</u>	<u>December</u>	<u>January</u>
26		CLECs	no activity	0.0%	0.0%
27		U S WEST	0.0%	0.0%	0.0%
28	•	Repair Repeat Rate - Primary ISDN			
29		•	<u>November</u>	<u>December</u>	<u>January</u>
30		CLECs	23.0%	22.4%	17.6%
31		U S WEST	24.8%	22.7%	21.0%

Differences in results (reflecting CLECs receiving lower quality) that are statistically significant according to the results of the permutation test or proportions test, as reported in the statistical scores in Exhibit MGW-2 for this checklist item, are marked with an asterisk (*).

1	 Repair Repeat Rate – DS0 			
2		November	December	January
3	CLECs	22.4%	25.8%	27.1%
4	U S WEST	31.2%	30.4%	30.3%
5	• Repair Repeat Rate - DS1			
6		<u>November</u>	<u>December</u>	January
7	CLECs	33.6%	35.7%	33.3%
8	U S WEST	41.6%	35.2%	26.7%
9	• Repair Repeat Rate - DS3			
10		<u>November</u>	December	January
11	CLECs	33.3%	14.3%	14.3%
12	U S WEST	29.4%	54.5%	33.3%

These results demonstrate that U S WEST is repairing trouble reports accurately and, from that perspective, in a nondiscriminatory manner. Only one service had a statistically significant difference in one month; which was not repeated in the two months following.

Trouble Rate (MR-8): Measures CLEC-specific trouble report rate of occurrences per 100 trunks in service caused by the U.S. WEST network or system. The measurement excludes reports due to CLEC action or CLEC equipment failures. U.S. WEST will gather the first results for this indicator for the month of April 1999 and will report the results in June 1999.

G3 Diagnostic Performance Results for Resale Services

CLEC or CLEC's Customer-caused Installation Misses (DOP-1): This diagnostic indicator measures the percentage of installation commitments missed for CLEC or CLEC's customer's reasons. The results for the months of July 1998 through January 1999 are reported in Exhibit MGW-2. In this case, as none of the results

- 1 reported for core indicators suggested any problems for which this diagnostic indicator
- would be of help, no further analysis involving this indicator is necessary at present.
- 3 Percent Delayed Orders Completed more than 15 days past the
- 4 commitment date (DOP-2): This diagnostic indicator measures the percentage of
- 5 orders for which service is delayed more than fifteen days beyond the original due date
- 6 for reasons attributed to U.S.WEST. The results for the months of November 1998
- 7 through January 1999 are:

8 9 10 11	•	Delayed Orders 15 days Past Commitment CLECs U S WEST	nent - Residence <u>November</u> 22% 26%	<u>December</u> 21% 26%	<u>January</u> 17% 24%
12 13 14 15	•	Delayed Orders 15 days Past Commitment CLECs US WEST	nent - Business <u>November</u> 32% 29%	<u>December</u> 20% 29%	<i>January</i> 18% 24%
16 17 18 19	•	Delayed Orders 15 days Past Commitment CLECs U S WEST	nent - Centrex <u>November</u> 12% 26%	<u>December</u> 21% 24%	<u>January</u> 24% 33%
20 21 22 23	•	Delayed Orders 15 days Past Commitme CLECs U S WEST	<u>nent - PBX</u> <u>November</u> 17% 18%	<u>December</u> 39% 17%	<i>January</i> 56% 30%
24 25 26 27	•	Delayed Orders 15 days Past Commitme CLECs U S WEST	<u>nent - Basic POTS</u> <u>November</u> 46% 38%	S ISDN December 26% 46%	<i>January</i> 62% 51%
28 29 30 31	•	Delayed Orders 15 days Past Commitme CLECs U S WEST	nent – Basic Desi <u>November</u> no CLEC activity no CLEC activity	<u>December</u> 100%*	<i>January</i> 100% 21%

1	 Delayed Orders 15 days Past Commitmer 	•		
2	CLECs	November 50% i	<i><u>December</u></i> no CLEC activ	January ity 0%
4	U S WEST		no CLEC activ	•
5	Delayed Orders 15 days Past Commitmer	of DSO		
6	Delayed Olders 13 days Fast Commitmen	November	December	<u>January</u>
7	CLECs	67%	50%	0%
8	U S WEST	50%	51%	4%
9	 Delayed Orders 15 days Past Commitmer 	<u>nt - DS1</u>		
10 11	CLECs	November 40%	<u>December</u> 35%	<u>January</u>
12	U S WEST	40% 49%	35% 51.9%	50% 46%
10			2	
13 14	 <u>Delayed Orders 15 days Past Commitment</u> 	November	December	January
15	CLECs	no activity		no activity
16 17	Because the core indicator addressing the	category of	delayed days	(Indicator
18	OP-6) indicated no problems requiring further diag	nosis, this inc	dicator does n	ot need to
10				
19	be specifically applied. Nevertheless, these results	s confirm the	finding suppor	ted by the
20	core indicator that U S WEST is providing nondiscr	riminatory res	ale services to	CLECs.
21	Percent Delayed Orders Completed	more than	90 days	past the
22	commitment date (DOP-3): This diagnostic inc	dicator measi	ures the perc	entage of
23	orders for which service is delayed more than nine	ety days beyo	nd the origina	l due date
24	for reasons attributed to USWEST. For the	months of N	ovember 199	8 through
25	January 1999, the results of this indicator were \underline{z}	ero percent f	or all services	, meaning
26	that no service had delayed more than ninety days			
27	These results demonstrate that U S WEST	Γ has kept d	elays on orde	rs to less
28	than ninety days and, as reported above for dela	yed days bey	ond fifteen, h	as usually
29	kept the number of delays to well less than fifteen	dovo		

1	CLEC or CLEC's Customer-caused Trouble Reports (DMR-1): This diagnostic
2	indicator measures the percentage of all trouble reports that occur due to CLEC or
3	CLEC end user customer action. The results for the months of July 1998 through
4	January 1999 are reported in Exhibit MGW-2. In this case, none of the results reported
5	for core repair indicators identified problems requiring further diagnosis. Therefore, no
6	further analysis involving this indicator is necessary at present.
7	G4 Conclusions for Checklist Item 14 – Resale Services
8	The foregoing performance results for Checklist Item 14, Resale Services, will
9	support the Commission in finding that:
10	U S WEST has opened its local exchange markets in Arizona to competition by
11	providing telecommunications services for resale to CLECs in a
12	nondiscriminatory manner in comparison to its own retail services;
13	• In doing so, USWEST is providing reasonable and timely installation and
14	repair of residence, business, and designed (or special) services to CLECs;
15	and
16	The service performance indicators U S WEST is reporting in accordance with
17	its SGAT in Arizona are sufficient to ensure that the local market for resale
18	services will remain open.

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III. SERVICE PERFORMANCE REPORTING

- 2 A. USWEST's Service Performance Indicator Reports Support Appropriate
- 3 Evaluations of Nondiscrimination Under the Act
- 4 A1 Reporting Format

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U S WEST reports the "Quantity Meeting Criteria," the "Sample Size," and the fundicator Result," in Exhibit MGW-2 in accordance with the following definitions.

The Quantity Meeting Criteria is the sum of the time intervals or the number of qualifying events that the performance indicator is defined to evaluate (such as installation intervals or commitments met, respectively). Accordingly, the Quantity Meeting Criteria is either the sum of all time intervals measured by the indicator (if the indicator is defined to report average intervals) or the number of all measured transactions meeting the criteria specified by the indicator (if the indicator is defined to report a certain percentage). For example, for installation intervals, the Quantity Meeting Criteria is the sum of all installation intervals measured in the month being reported. Or, for installation commitments met, it is the number of installation orders that were completed on time.

The Sample Size is the total number of observed/measured events underlying the time intervals or events measured by the indicator (such as the total number of orders or trouble tickets). For this item, whether the indicator is measuring time intervals or qualifying events, the Sample Size is the total number of events contributing to the intervals or qualifying events. For example, for installation intervals, the Sample Size is the total number of applicable installation orders in the month being reported.

1 And, for installation commitments met, it is also the total number of applicable

2 installation orders.

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The Indicator Result is the calculated number representing the defined aspect of performance quality (in terms of an average or percentage) that is obtained by dividing the Quantity Meeting Criteria by the Sample Size.

Thus, the Quantity Meeting Criteria is called the "numerator," and the Sample Size the "denominator," of the calculation that gives the Indicator Result.

In addition, for each month, U S WEST includes data columns containing the appropriate standard deviation and "statistical score" for the comparisons of results (i.e., CLEC to CLEC aggregate, CLEC to U S WEST Retail (as applicable), and CLEC aggregate to U S WEST Retail (as applicable)).

For Exhibit MGW-2, which reports the CLEC Aggregate and U S WEST Retail results, the statistical score refers to the comparison of those two sets of results, where they are comparable, and applies the statistical methods described in Section 20.7 of U S WEST's proposed SGAT and later in this affidavit.

For individual CLEC results, two columns are used to provide the statistical scores relating to the comparison of (1) CLEC to CLEC aggregate results and (2) the comparison of CLEC to U S WEST Retail (as applicable).

A2 Reporting Frequency

U S WEST reports results for performance indicators monthly, with emphasis on evaluating rolling three-month periods of results to establish trends and determine what is significant and relevant. U S WEST reports results to CLECs according to

- 1 requirements specified in interconnection agreements or pursuant to the proposed
- 2 SGAT.

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- 3 B. USWEST proposes specific statistical tests for determining statistical
- 4 significance.

B1 The Role of Statistical Analyses

Comparisons of service performance may require statistical analyses, because all behaviors of systems have inherent degrees of variability. Statistical tests may be needed to determine whether any differences observed in comparisons of performance come from random variations in service or from some other source. While an average may be calculated from a number of observations, the individual events contributing to the overall calculation naturally fall on either "side" of the average, above or below it. The degree to which the events vary from each other, overall, is measured by an aptlynamed statistic called "variance." In this context, the purpose of statistical tests is to determine whether two averages come from two different sets of performance or whether they simply lie within the usual ranges of variance of the events being measured.

The range of variance to be used for this purpose is determined according to the degree of confidence desired in identifying an actual difference. A higher confidence level uses a wider range. For example, a difference that is equal to two standard deviations is considered to be statistically significant at the 95 percent confidence level. However, it would not be statistically significant at the 99 percent confidence level,

which instead would require a difference of about 2.5 standard deviations before the difference would be statistically significant.

Accordingly, if the difference between two averages being compared is greater than the number of standard deviations that corresponds to the desired confidence level, their difference is said to be statistically significant at that level of confidence. The commonly known "Z Test" yields a "score" that in essence converts the difference calculated between two results into the number of standard deviations the difference represents. Using a specified confidence level, that score then can be used to determine whether the difference is statistically significant.

B2 Statistical Significance

A statistically significant difference means that the observed numerical difference does represent a probable difference in actual service performance that is not due to mere random variations, at least to the level of confidence used in designing the statistical test. However, a statistically significant difference cannot, of itself, mean that unlawful discrimination exists, because other factors could have caused the difference.

As an example, consider the cutover interval for INP. The measurement covers the time from start to completion of each cutover. Each cutover consists of numbers of orders with different numbers of lines and telephone numbers involved. A CLEC with large numbers of lines per cutover will see a cutover time that is longer, on average, than a CLEC with relatively small numbers of lines per cutover requested. Thus, such variability from one CLEC to another may cause a difference in cutover time that is not discrimination.

Accordingly, performance measurements and the associated statistical tests are only the first step in a process of identifying differences in performance. Further analysis and investigation, depending on the situation, will be needed to focus on causes and to effect any changes that might be called for.

B3 Operational and Material Significance

Beyond statistical significance are the concepts of operational and material significance. To explain, a statistical analysis only looks at numbers relating to performance, and it may detect a difference that has no operational or practical importance. Therefore, in the interest of efficiently focusing the limited resources of regulators and carriers, a statistically significant difference should next trigger an assessment of "operational and material significance."

Operational significance is related to the magnitude of the difference between comparable performance results. It defines the difference level beyond which there begins to be a perceptible and meaningful effect on customers, CLEC operations, or competition. For example, a half-second difference in system response times might be statistically significant, but probably is not operationally significant.

Material significance is related to the number of incidents contributing to an overall average difference in performance results, and helps to define the minimum sample size that should be used in focusing attention and responsive actions. For example, a difference of one day in average installation interval might be statistically significant, but if it came from only a few observations (say, five, ten, or even twenty), it is probably not materially significant.

Thus, statistically significant differences that have no perceptible operational effect or meaningful materiality should be monitored for trending purposes, but should not be allowed to distract attention and resources away from other statistically-significant indicators that are operationally and materially significant.

Using these criteria for defining what reasonably represents statistical, operational, and material significance, U S WEST and CLECs can focus on identifying performance areas that require attention. These are the bases for U S WEST's proposals for minimum sample sizes of 30 and minimum trending of rolling three-month periods.

B4 Statistical Method for Testing Differences in Means

Where service performance results are expressed in terms of averages, statistical tests designed to evaluate "differences in means" are commonly used.

As defined in U S WEST's proposed SGAT, the Permutation Test overcomes problems associated with skewed data. This test uses what is commonly referred to as a standard "Z" statistic and a maximum of 1,000 randomly selected permutations of the samples. This approach achieves the designed confidence level with greater accuracy than the standard Z Test, because it does not depend on normal distributions of data points.

B5 Statistical Method for Testing Differences in Proportions

Where service performance results are expressed in terms of percentages, statistical tests designed to evaluate "differences in proportions" are commonly used. As defined in USWEST's proposed SGAT, the significance of a difference in

- 1 proportional measurements will be based on a direct calculation of the probability of
- 2 observing such a difference, using the binomial distribution with a pooled "p value." 51

B6 Determining Statistical Significance

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As outlined in U S WEST's proposed SGAT, "a difference in results by either test type (i.e., differences in means or differences in proportions) will be deemed statistically significant if the appropriate one tailed test indicates, with 99 percent confidence, that the performance indicator results being compared appear to be from different populations of performance. In other words, that service being provided to CLEC appears to be inferior to that represented by the comparable results (such as, results representing service provided to CLECs in aggregate or to U S WEST retail)."

B7 Reporting of Statistical Information

Consistent with U S WEST's proposals, I include in this affidavit statistical information that includes permutation test results where averages are reported and proportion test results where percentages are reported. In addition, since the permutation test is more computation intensive, I am also providing applicable standard deviations for each performance indicator reported, where there is a relevant comparison of results to be made. This will permit the commission staff and other parties to perform their own statistical analyses.

Measurements that are reported as proportions result from processes which have two possible outcomes (e.g. "yes/no," "met/not met," or "blocked/not blocked"). The outcomes of these processes follow a "binomial distribution," and statistical tests for detecting differences in proportions must be based on that distribution. The defining characteristic of a binomial distribution is its "p value." For example, if one percent of all calls attempted on all final trunks are blocked, the p value for the population is 0.01. The variance of a binomial distribution also depends on its p value (i.e. variance = p(1-p)).

IV. CONCLUSIONS

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U S WEST has opened its local exchange markets in Arizona to competition and has provided tens of thousands of confirming service performance data points representing literally millions of work activities over the period reported.

Further, the fact that U S WEST's Service Performance Indicators have been developed and are providing useful results demonstrates that the capability now exists to insure that these local exchange markets in Arizona remain open to competition.

Finally, U S WEST's proposed Statement of Generally Available Terms insures that the performance measurements reported herein are available to CLECs who desire to have them reported under legally binding terms and conditions. Included are provisions for self-executing remedies that insure that immediate and responsive actions will be taken to insure that U S WEST's services remain nondiscriminatory and, where required, at least equal in quality to that which it provides to itself.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

EXHIBITS OF

MICHAEL G. WILLIAMS

U S WEST COMMUNICATIONS

MARCH 25, 1999

INDEX OF EXHIBITS

DESCRIPTION	EXHIBIT
U S WEST's Service Performance Indicators	.MGW-1
U S WEST's Service Performance Results, Combined CLEC and U S WEST	.MGW-2
U S WEST's Service Performance Results, CLEC-Specific	.MGW-2A
Correlation of U S WEST's Performance Indicators with Recent FCC NPRM	.MGW-3

Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications - MGW-1 Exhibits of Michael G. Williams Page 1 of 2, March 25, 1999

		US WEST's Service Performance Indicators	7's Se	rvice	Perfo	mance	Indica	Fors				
	Checklist Items>	1	2		7	5	9	11			14	
<u>L</u>	Performance Indicators	Interconnection LIS Trunks	Access to Network Elements	Unbundle	Unbundled Loops Analog Digital	Unbundled Transport	Unbundled Switch	Interim Number Portability	Res	R e Bus	s a l	e DS1 DS3
	The state of the s			NSTA	NSTALLATION	NO.						
0P-4	Speed of Answer – Provisioning Center	(See Chk # 2)	×			S)	(See under Checklist (tem.2)	klist Item 2)				
0P.2	Percent Call Answered within 20 sec – Prov.	(See Chk # 2)	×) (Se	(See under Checklist Item 2)	klist Item 2)				
0P-3	Installation Commitments Met	×	na	×	×	×	×	×	×	×	×	×
0P-4	Installation Interval	**************************************	na	×	×	X	×	×	×	×	×	×
OP-5	Installation Trouble Reports	×.	na	×	×	×	×	×	×	×	×	×
0P-6	Average Delayed Days	×	na	×	×	×	×	×	×	×	×	×
0P-7-9	Coordinated Cutover Interval	×	na	×	×	×	×	×	×	×	×	×
and the second				RE	P. A.T. R		4.8.4					
MR-1	Speed of Answer – Repair Center	(See Chk # 2)	×			es)	(See under Checklist Item 2)	dist Item 2)				
MR-2	Percent Calls Answered < 20 Seconds - Repair	(See Chk # 2)	×			es)	(See under Checklist Item 2)	dist Item 2)				
MR-3	Out of Service Cleared within 24 hours – Non- designed Repair	na	na	na	na	na	na	na	×	×	Па	na na
MR.4	All Troubles Cleared within 48 hours – Non-designed Repair	na	na	na	na	na	па	na	×	×	a	na
MR-5	All Troubles Cleared within 4 hours – Designed Repair	X	na	×	×	X	×	×	ng L	Ē	×	×
MR-6	Mean Time to Restore	X	na	X	×	×	X	X	×	×	×	×
MR-7	Repair Repeated Report Rate	X	na	X	×	×	×	×	×	×	×	×
MR-8	Trouble Rate		na	×	×	×	×	×	×	×	×	×

	7/ Vi	DS3				. \$16 \$4		×	×	×	×	×	×	×
6 3.50 TO		DS1	¥					×	×	×	×	×	×	×
4. (4)	14	e s a						×	×	×	×	×	×	×
		R Bus						×	×	×	×	×	×	×
和推		Res						×	×	×	×	×	×	×
ing in the control of	11	Interim Number Portability		(list Item 2)	dist Item 2)	dist Item 2)	dist Item 2)	×	×	×	×	×	×	×
ST's Service Performance Indicators	9	Unbundled Switch		(See under Checklist Item 2)	(See under Checklist Item 2)	(See under Checklist Item 2)	(See under Checklist Item 2)	×	×	×	×	×	×	×
mance	5	Unbundled Transport	OTHER F DIAGNOSTIC	Se (Se) S	\ <u>\</u>) (Se	×	×	×	×	×	×	×
Perfo	4	Unbundled Loops Analog Digital	DIAGN					×	×	×	×	×	×	×
rvice		Unbund Analog	ER //					×	×	×	×	×	×	×
T's Se	2	Access to Network Elements	HIO	×	×	X	×	na	na	na	na	na	na	na
U'S WES		Interconnection LIS Trunks		(See Chk # 2)	(See Chk # 2)	(See Chk # 2)	(See Chk # 2)	×	×	×	×	×	×	×
	Checklist Items>	Performance Indicators		Electronic LSR Flow- through to Order Proc.	LSR Rejection Notice Interval	LSRs Rejected	Firm Order Confirmation Interval	CLEC-caused Installation Misses	Delayed Orders Compl. more than 15 days late	Delayed Orders Compl. more than 90 days late	CLEC-caused Coord. Cutover Misses	CLEC-caused Repair Reports	Provisioning Interval – USW Interoffice Trunks	Local Interconnection Final Trunk Utilization
		<u>Д</u>		DPO-1	DPO-2	DPO-3	DPO-4	DOP-1	DOP-2	DOP-3	DOP-4	DMR-1	-ing	DNI-2

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Confidential exhibits

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Correlation of U S WEST Performance Indicators With Measurements Identified by the FCC

	<u></u>	Number	US WEST Performance Indicator
I. Pre-	Ordering	Pre-Ord	ler
j.	Average Response Time	PO-1	Pre-Order Response Time – Human-to-Computer (average)
		PO-2	Pre-Order Response Time – Computer-to-Computer (average)
	ering / Provisioning	Orderin	g and Provisioning
II.A.1.	Average Completion Interval	OP-4	Installation Interval (average)
II.A.2.	Percentage of Due Dates Missed	OP-3	Installation Commitments Met (percent)
II.B.	Average Coordinated Customer Conversion Interval	OP-7	Coordinated Cutover Interval – Unbundled Loop (average)
		OP-8	Coordinated Cutover Interval – INP (average)
		OP-9	Coordinated Cutover Interval – Unbundled Loop with INP (average)
II.C.1.	Average Reject Notice Interval	DPO-2	LSR Rejection Notice Interval (average)
II.C.2.	Average FOC Notice Interval	DPO-4	FOC Interval (average)
II.C.3.	Average Jeopardy Notice Interval	na	(No nondiscrimination issue.)
II.C.4.	Percentage of Orders Given Jeopardy Notices	na	(No nondiscrimination issue.)
II.C.5.	Average Completion Notice Interval	na	(Nondiscriminatory completion notification process in place.)
II.D.	Average Interval for Held Orders	OP-6	Delayed Days (average)
II.E.	Percentage of Troubles in 30 days for New Orders	OP-5	Installation Trouble Reports (percent within 30 days)
II.F.1.	Percentage of Order Flow Through	DPO-1	Electronic Flow-through of LSRs to Service Order Processor - DOP-1A = without human intervention (percent) - DOP-1B = without manual retyping (percent)
II.F.2.	Percentage of Rejected Orders	DPO-3	LSRs Rejected (percent)
II.F.3.	Average Submissions per Order		(Submissions per order can be calculated from numbers reported in conjunction with FOC and Rejection indicators.)
II.G.1	Percentage of Accurate 911 and E911 Database Updates		Percent of ALI Database Updates Completed Accurately within 24 hours
II.G.2	Percentage of Missed Due Dates for 911 and E911 Database Updates or Average Time to Update 911 and E911 Databases		Percent of ALI Database Updates Completed Accurately within 24 hours
III. Rep	air and Maintenance	Mainten	ance and Repair
III.1.	Average Time to Restore		Mean Time to Restore (percent)
III.2.	Trouble Rate	MR-8	Trouble Rate (percent) (under development for Jun 99)
III.3.	Frequency of Repeat Troubles in 30-day period		Repair Repeated Report Rate (percent within 30 days)
111.4.	Percentage of Customer Troubles	MR-3	Out of Service Cleared within 24 hours (non-designed)

FCC NPRM Measure- ment Number	FCC NPRM Measurement Resolved Within Estimated Time	USW Indicator Number	
	Resolved Within Estimated Time	MR-4	(percent) All Troubles Cleared within 48 hours (non-designed)
			(percent)
		MR-5	All Troubles Cleared within 4 hours (designed) (percent)
IV. Billi		Billing	
IV.1.	Average Time to Provide Usage Records	BI-1	Mean Time to Provide U S WEST-recorded Usage Records
IV.2.	Average Time to Deliver Invoices	BI-2	Mean Time to Deliver Invoices
V.A. Sy	stems Availability	Gatewa	y Availability
V.A.	Percentage of Time Interface is Available	GA-1	Gateway Availability – via Human-to-Computer Interface (percent)
		GA-2	Gateway Availability – via Computer-to-Computer Interface (percent)
V.B. Ce	nter Responsiveness	Access	to Centers
V.B.	Average Time to Answer Competing Carrier Calls	OP-1	Speed of Answer – Calls to Provisioning Center (average)
		OP-2	Calls Answered within 20 Seconds – Provisioning Center (percent)
		MR-1	Speed of Answer – Calls to Repair Center (average)
		MR-2	Calls Answered within 20 Seconds – Repair Center (percent)
v.c. os	S/DA	Operato	r Services and Directory
1.0.00		Assista	nce
V.C.	Average Time to Answer	OS-1	Speed of Answer – Calls to Operator Services (average)
		OS-2	Calls Answered within 10 Seconds to Operator Services (percent)
		DA-1	Speed of Answer – Calls to Directory Assistance (average)
		DA-2	Calls Answered within 10 Seconds to Directory Assistance (percent)
VI.A. Tr	runk Blockage	Network	(Interconnection
VI.A.1	Percent Blockage on Interconnection Trunks	NI-1	Trunk Blocking – Interconnection Trunks (percent)
VI.A.2	Percent Blockage on Common Trunks	NI-2	Trunk Blocking – Local Interoffice ("Common") Trunks (percent)
	ollocation	Colloca	tion Provisioning
VI.B.1	Average Time to Respond a Collocation Request	DCP-2	Collocation Feasibility Study Interval (average)
		DCP-3	Collocation Feasibility Study Commitments Met (percent)
		DCP-4	Collocation Quote Interval (average)
VI.B.2	Average Time to Provide a Collocation Arrangement		Collocation Installation Interval (average)
VI.B.3	Percent of Due Dates Missed With Respect to the Provision of Collocation Arrangements	CP-1	Collocation Installation Commitments Met (percent)

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996)) DOCKET NO. T-00000B-97-0238 ⁻) AFFIDAVIT OF) Michael G. Williams)
STATE OF UTAH COUNTY OF SALT LAKE)) : SS)

Michael G. Williams, of lawful age being first duly sworn, deposes and states:

- 1. My name is Michael G. Williams. I am Director, Wholesale Interconnection Implementation of U S WEST Communications in Salt Lake City, Utah.
- 2. I hereby swear and affirm that the statements and data contained in the attached affidavit and exhibit(s) are true and correct to the best of my knowledge and belief.

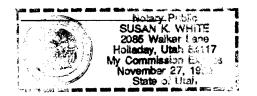
Michael G. Williams

monel &

SUBSCRIBED AND SWORN to before me this Sixteenth day of January, 1999.

Notary Public

My Commission Expires:



AFFIDAVIT OF BUHLER

BEFORE THE ARIZONA CORPORATION COMMISSION

CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

AFFIDAVIT OF

DEAN W. BUHLER

U S WEST COMMUNICATIONS

MARCH 25, 1999

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IDENTIFICATION OF AFFIANT

2	My name is Dean W. Buhler. I am employed by U S WEST Communications,
3	Inc. (U S WEST) as a Regulatory Manager in the Information Technologies Wholesale
4	Systems Regulatory Support Group.
5	Currently, my responsibilities include identifying and managing regulatory issues
6	involving U S WEST's operational support systems (OSS) as a result of the
7	Telecommunications Act of 1996, FCC orders, state commission decisions, and other
8	legal and regulatory matters. Prior to my current assignment, I was involved in
9	application development projects for 9 years in a variety of roles: logical data modeling,
10	systems engineering, user requirements definition, functional specifications definition,
11	programming and project management. Each role is an essential step in traditional
12	software development life-cycle. I also have experience in object-oriented modeling, a
13	new software development methodology.
14	My educational background includes a B.A. from Willamette University, an M.A.
15	from Middlebury College, an M.B.A. from Portland State University and a J.D. from the
16	University of Denver.
17	PURPOSE OF AFFIDAVIT
18	The purpose of my affidavit is to demonstrate that U S WEST has satisfied the
19	requirements of the Telecommunications Act of 1996 (Telecom Act) and related FCC
20	rulings and regulations with respect to nondiscriminatory access to OSS.

First, my affidavit will demonstrate that U S WEST has deployed the necessary systems and personnel to provide CLECs sufficient access to each of the necessary OSS functions. To make this demonstration, I will: 1) define OSS and electronic interfaces; 2) describe the electronic interfaces and downstream OSSs that U S WEST has developed to support resale services, unbundled network elements, and interconnection; and 3) describe the business processes that U S WEST has established to support CLEC orders. Second, my affidavit will prove that U S WEST is adequately assisting competing carriers to understand how to implement and use all of the OSS functions available to them, through training, documentation, and assistance. Lastly, my affidavit will prove that U S WEST's OSSs are operationally ready, by demonstrating that U S WEST's systems and centers are handling current demand and that U S WEST has sized its systems and centers to handle reasonably foreseeable demand. As further support, my affidavit will demonstrate that U S WEST's systems and processes have been subject to thousands of rigorous tests, including and internal testing, third-party testing, and carrier-to-carrier testing.

EXECUTIVE SUMMARY

In this testimony, I will establish that U S WEST has met all OSS standards set forth by the FCC in its First Report and Order and in its orders on other BOCs' 271 applications. I will establish that U S WEST satisfies the two prong test set forth by the FCC in those orders. U S WEST has satisfied the first prong of this test, namely that U S WEST has deployed the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions and is adequately assisting competing

1 carriers to understand how to implement and use all of the OSS functions available to

2 them. I will also establish that U S WEST has satisfied the second prong of this test,

that the OSS functions that U S WEST has deployed are operationally ready as a

4 practical matter.

U S WEST satisfies the first part of this two-prong test if it demonstrates that it has developed sufficient electronic and manual interfaces to allow competing carriers to access all of the necessary OSS functions. U S WEST has built and offers a human-to-computer real-time electronic interface, IMA GUI (Interconnect Mediated Access – Graphical User Interface), and a computer-to-computer electronic interface, EDI (Electronic Data Interchange), for pre-ordering, ordering, and provisioning of resale and line-side unbundled network elements (UNEs). For repair capabilities, U S WEST also offers two types of electronic interfaces to CLECs. The IMA GUI provides real-time repair functionality through a human-to-computer electronic interface, while EB-TA (Electronic Bonding – Trouble Administration) provides those capabilities through a real-time computer-to-computer electronic interface. U S WEST also offers a computer-to-computer interface, EXACT (Exchange Access Control Tracking), for ordering of interconnection (LIS trunks) and trunk-side unbundled network elements.

U S WEST also provides relevant billing data to CLECs that allows them to generate a bill to their end-user customers. U S WEST provides batch files to CLECs which contain all of the recurring charges, non-recurring charges, and usage data necessary for CLECs to appropriately bill their customers. U S WEST also provides to

1 CLECs completion and loss reports, which advise them when to start and stop billing

2 their customers.

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3 In addition to electronic interfaces, U S WEST has engaged in extensive 4 development work to modify its existing downstream OSSs that support the pre-5 ordering, ordering, provisioning, repair, and billing functions for resale products and 6 unbundled network elements. Generally, these modifications fall into four categories: 1) changes to support new resale and unbundled network element products; 2) creation of 7 8 new account structures identifying the CLEC as the billed and contact party: 9 3) assignment and tracking of services and facilities to a particular CLEC; and 10 4) support of local number portability. In all, U S WEST has spent over \$100 million and 11 several years of effort to develop electronic interfaces and modify its OSSs to 12 accommodate CLEC orders.

In addition, U S WEST has ensured that it will provide sufficient access to its OSS, by sizing its systems and centers to handle current and future demand.

Moreover, U S WEST has developed processes to monitor current utilization for its systems and centers and add additional systems capacity and/or personnel, when needed.

U S WEST also assists CLECs to understand how to implement and use all the OSS functions available to them, thereby satisfying the second portion of the FCC's analysis. An organization, entitled Wholesale Systems Regulatory Support, has been established comprised of individuals dedicated to ensuring that CLECs receive all of the information and assistance needed to set up their systems interfaces and the processes

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1 that support them. User guides, training manuals, and a Website have been provided to

2 CLECs. Furthermore, U S WEST has established help desks and has dedicated

3 system-administrator personnel to answer CLEC inquiries. An account representative is

assigned to each CLEC to act as the CLEC's principal point of contact with U S WEST.

U S WEST also offers both business and technical training.

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6 Lastly, to demonstrate that the OSS functions are operationally ready as a practical matter, U S WEST can demonstrate that it is providing access to several 8 CLECs in the state of Arizona. In addition to this usage, U S WEST has demonstrated that it is operationally ready by performing internal testing, third-party testing, and carrier-to-carrier testing to ensure that necessary functionality and capacity exists. Furthermore, U S WEST has developed service performance indicators to verify that it is providing nondiscriminatory access to its OSS.

In summary, U S WEST has deployed the necessary system and personnel to provide sufficient access to its OSS, adequately assists CLECs to use all of the OSS functions available to them, and has demonstrated that its OSS functions are operationally ready, as a practical matter. Therefore, the Commission should find that U S WEST has made its OSS functions available to CLECs on a nondiscriminatory basis.

CHECKLIST ITEM #2 NONDISCRIMINATORY ACCESS TO OSS

2 OVERVIEW

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1. Legal and Regulatory OSS Requirements

1.1 Telecommunications Act of 1996

Although the phrase "Operational Support Systems" is not found anywhere in the Telecom Act, the FCC has determined that the Telecom Act imposes two standards on the ILECs, each of which relate to OSSs in appropriate circumstances. For resold services, section 251(c)(4) (B) of the Telecom Act establishes the standard by imposing upon the BOC "[t]he duty – not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on . . . resale." The standard for access to unbundled network elements is different: Section 251(c)(3) of the Telecom Act imposes the duty to provide, upon request, just, reasonable and nondiscriminatory access to unbundled network elements.

1.2 FCC Rulings

In its First Report and Order, the FCC expanded the definition of a network element, and classified access to operational support systems as an unbundled network element that must be unbundled <u>upon request</u> under section 251(c)(3).² In addressing access to unbundled network elements, the FCC concluded that "an incumbent LEC must provide

Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified at 47 U.S.C. §§ 151 et seq. (Telecom Act), §251(c)(4)(B).

See In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, and In the Matter of Interconnection between Local Exchange Carriers and Commercial

1 nondiscriminatory access to their operations support systems functions for pre-ordering,

2 ordering, provisioning, maintenance and repair, and billing available to the LEC itself."3

The FCC defined nondiscriminatory access as including: "access to the functionality of

any internal gateway systems the incumbent employs in performing the above functions

5 for its own customers." However, the FCC has not determined the type of access the

6 BOC must provide to its OSS. In fact, the FCC stated that it "has not required that

7 incumbent LECs follow a prescribed approach in providing access to OSS functions."5

As more fully explained below, the Supreme Court has vacated the FCC's Rule 319, which was the rule that declared OSSs an unbundled network element. The FCC will reconcile that rule under stricter standards, and it may limit the extent to which an ILEC must provide access to OSS.

The FCC has provided rulings and comments in connection with section 271 applications filed by other BOCs. While it would be improper to mechanically or rigidly apply those rulings and comments concerning other BOC's OSSs to U S WEST's OSSs, portions of those rulings give guidance to the issues in this case.

In those orders, to determine whether a BOC is providing nondiscriminatory access to its OSS, the FCC concluded that it was necessary to consider all automated

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Mobile Radio Service Providers, CC Docket No. 95-185, ¶ 516 (rel. Aug. 8, 1996), (FCC First Report and Order) (emphasis added).

FCC First Report and Order, ¶ 523.

FCC First Report and Order, ¶ 523.
 See In re Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Michigan, CC Docket No. 97-137, Memorandum Opinion and Order, FCC 97-137, ¶ 135 (rel. Aug. 19, 1997) (FCC Ameritech Order).

- 1 and manual processes used by the BOC.⁶ The FCC employs a two-prong test to make
- 2 this evaluation. The first inquiry is "whether the BOC has deployed the necessary
- 3 systems and personnel to provide sufficient access to each of the necessary OSS
- 4 functions and whether the BOC is adequately assisting competing carriers to
- 5 understand how to implement and use all of the OSS functions available to them."8 The
- 6 second inquiry is "whether the OSS functions that the BOC has deployed are
- 7 operationally ready, as a practical matter."9

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Under the first part of this two-prong test, the FCC stated that the "BOC must demonstrate that it has developed sufficient electronic and manual interfaces to allow competing carriers to access all of the necessary OSS functions." For those OSS functions that are analogous to the OSS functions that a BOC provides to itself, such as pre-ordering, ordering and provisioning for resale services, the FCC stated that the "BOC must offer access to competing carriers equivalent to the access the BOC provides for itself." "Equivalency" is not defined as identical, but rather as systems that provide access in "substantially the same time and manner." The FCC concluded that equivalent access "must be construed broadly to include comparisons of analogous functions between the competing carriers and the BOC, even if the actual mechanism used to perform the function is different for competing carriers than for the BOC's retail

FCC BellSouth Louisiana 2nd Order, ¶ 87.

See FCC Ameritech Order, ¶ 134.

FCC Ameritech Order, ¶ 136.

FCC Ameritech Order, ¶ 136.

⁹ FCC Ameritech Order, ¶ 136.

¹⁰ FCC Ameritech Order, ¶ 137.

See In re BellSouth Corp. et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services in South Carolina, CC Docket No. 97-208, Memorandum Opinion and Order, FCC 97-418, ¶ 98 (rel. Dec. 24, 1997) (FCC BellSouth Order); In re BellSouth Corp., BellSouth Long Distance, Inc. for Provision of In-Region, InterLATA Services in Louisiana, CC-98-121, Memorandum Opinion and Order, FCC98-271, ¶ 87 (rel. Oct. 13, 1998) (FCC BellSouth Louisiana 2nd Order).

- 1 operations." The FCC did not require any specific type of access, 14 simply stating
- 2 that, for those OSS functions that "the BOC itself accesses electronically, the BOC must
- 3 offer electronic access for competing carriers." 15

Notably, the FCC did not impose an equivalency requirement on those OSS functions that the BOC does not perform for itself, "such as ordering and provisioning of unbundled network elements." For those functions, the BOC is not required to provide any specific type of access; rather, "the BOC must demonstrate that the access it provides to competing carriers satisfies its duty of nondiscrimination because it offers an efficient competitor a meaningful opportunity to compete."

Under the second part of this two-prong test, the inquiry is "whether the OSS functions provided by the BOC to competing carriers are actually handling current demand and will be able to handle reasonably foreseeable demand volumes." Here, the FCC will examine performance measurements and other evidence of commercial readiness to determine if the OSS functions are operationally ready.

As evidence that OSS functions are operationally ready, the FCC stated that, in addition to actual commercial usage, "[c]arrier-to-carrier testing, independent third-party testing, and internal testing also can provide valuable evidence pertaining to operational readiness." 19

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¹³ FCC Ameritech Order, ¶ 139.

¹⁴ See FCC Ameritech Order, ¶ 135.

⁵ FCC BellSouth Order, ¶ 98.

FCC BellSouth Order, ¶ 98; FCC BellSouth Louisiana 2nd Order, ¶ 87.

¹⁷ FCC Ameritech Order, ¶ 141.

¹⁸ FCC Ameritech Order, ¶ 138.

¹⁹ FCC Ameritech Order, ¶ 138.

This is important for two reasons. First, it is the CLECs that choose whether or 2 not to use U S WEST's electronic interfaces. This freedom of choice potentially could 3 place U S WEST in a catch-22 situation. If U S WEST were required to show that 4 CLECs are using a particular interface, it would be solely in the CLECs' control whether U S WEST could make that showing. Recognizing the unfairness that could result from this situation, the FCC stated that while the "BOC has a duty to provide items on the checklist to competing carriers, this duty does not include the duty to ensure that competing carriers are currently using each and every OSS function."20 If a CLEC chooses not to enter a particular market or state, a decision that is solely within the control of the CLEC, the BOC should not be penalized. To emphasize this point, the FCC stated that "[a]s long as the BOC can demonstrate that the reason competing carriers are not currently using a particular OSS function is because of the competing carriers' business decisions, rather than a lack of the practical availability of the necessary OSS functions," it may consider "carrier-to-carrier testing, independent thirdparty testing, and internal testing, without commercial usage, as evidence of commercial readiness."21

Second, some CLECs may not be in a position to build to one of U S WEST's electronic interfaces, and for that reason may choose to use manual interfaces. Because of this, the FCC stated "that incumbent LECs have an obligation to provide interfaces that allow competing carriers of all sizes a meaningful opportunity to compete in the local market. We do believe that Congress intended an incumbent's

FCC Ameritech Order, ¶ 138.

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²⁰ FCC Ameritech Order, ¶ 138 (emphasis added).

1 nondiscriminatory obligation to apply to smaller carriers as well as large carriers."²² The

2 FCC went on to state that it "would have concerns that an interface could potentially be

discriminatory to smaller businesses' ability to enter the local exchange market if

building the interface required significant expenditures by competing carriers in order to

use."23 In these cases, carrier-to-carrier testing, third-party testing, and internal testing

take on greater significance when demonstrating operational readiness of electronic

interfaces.

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Therefore, in a 271 proceeding, the FCC will look to see whether the BOC has deployed the <u>necessary system and personnel</u> to provide sufficient access to its OSS, the BOC is <u>adequately assisting</u> competing carriers to employ OSS functions, and the OSS functions are <u>operationally ready</u>, as a practical matter.

1.3 8th Circuit Court of Appeals

The FCC rules implementing the 1996 Act were appealed by several ILECs and state commissions, among others. The United States Court of Appeals for the Eighth Circuit consolidated the cases pending in that circuit and, on July 18, 1997, issued an opinion in Loward V. FCC, 120 F.3d 753 (8th Cir. 1997). The Eighth Circuit affirmed some of those rules and vacated others. That decision was then appealed to the Supreme Court of the United States. The Supreme Court has recently issued an order also affirming some rules and vacating others. As I will explain further, the full impact of the Supreme Court decision has yet to be determined. What can be determined with certainty is that while some of the obligations the FCC has imposed on

²² FCC Ameritech Order, ¶ 220 (emphasis added).

1 BOCs to unbundle OSSs may be reduced, no additional obligations will be imposed on

2 BOC's.

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The opinion of the Eighth Circuit Court bears directly on electronic interfaces.

4 First, it held that the FCC did not exceed its authority when it recognized ILECs to

provide nondiscriminatory access to OSS. The court further found that subsection

251(c)(3) requires unbundled access only to an ILEC's existing network, not to a yet

unbuilt superior one.

The FCC attempted to establish in its First Report and Order that, upon a request by a CLEC, an ILEC had to provide the CLEC with interconnection, unbundled network elements, and access to those elements at levels of quality superior to the levels at which the ILEC provides those services to itself. The Eighth Circuit rejected this standard, finding that "the FCC violated the plain terms of the Act when it issued these rules. . . . Plainly, [section 251(c)(2)(C) of] the Act does not require incumbent LECs to provide its competitors with superior quality interconnection."²⁴ The court rejected the FCC's rationale in support of the superior quality rule:

While the phrase "at least equal in quality" leaves open the possibility that incumbent LECs may agree to provide interconnection that is superior in quality when the parties are negotiating agreements under the Act, this phrase mandates only that the quality be equal—not superior. In other words, it establishes a floor below which the quality of the interconnection may not go. Because the Commission's rule *requires* superior quality interconnection when requested, *see* 47 C.F.R. 51.305(a)(4), the rule is not supported by the Act's language. We also agree with the petitioners' view that subsection 251(c)(3)

FCC Ameritech Order, n. 566.

²⁴ Iowa Utils. Bd. v. FCC, 120 F.3d at 812.

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implicitly requires unbundled access only to an incumbent LEC's existing network—not to a yet unbuilt superior one. Additionally, the nondiscrimination requirements contained in these subsections of the Act do not justify these FCC rules. The fact that interconnection and unbundled access must be provided on rates, terms, and conditions that are nondiscriminatory merely prevents an incumbent LEC from arbitrarily treating some of its competing carriers differently than others; it does not mandate that incumbent LECs cater to every desire of every requesting carrier. ²⁵

1.4 Supreme Court Opinion

Some sections of the Eighth Circuit Court of Appeals' opinion were appealed to the Supreme Court, which issued an opinion on January 25, 1999. The Eighth Circuit Court's superior network holdings were not part of the appeal to the Supreme Court, and the FCC's rules requiring superior quality remain vacated. Thus, the Eighth Circuit's interpretation of the "at least equal in quality" standard remains the law.

Regarding the sections that were appended, the Supreme Court determined that the FCC's inclusion of OSSs as a network element was reasonable. However, the Court held that the FCC used a wrong standard when determining which network elements need to be unbundled, including OSS. The court held that the FCC must make a determination regarding each network element whether access is necessary and whether failure to provide access would cause an impairment to the CLEC. Rejecting the idea that "any increase in cost (or decrease in quality) imposed by denial of a network element renders access to that element 'necessary,' and causes the failure to provide that element to 'impair' the entrant's ability to offer its desired services," the Court found that it was "simply not in accord with the ordinary and fair meaning of those

²⁵ *Id.* at 812-813 (underlined emphasis added, italicized emphasis in original, footnote omitted).

- Thus, the FCC will have to reconsider its decision regarding which network 1
- 2 elements must be unbundled, including OSS. The FCC may determine that ILECs need
- 3 not unbundled their OSS, or more likely, the FCC may limit the extent to which ILECs
- 4 need to provide access to OSSs.

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1.5 Compliance with Legal and Regulatory Obligations

To comply with its obligations, U S WEST has engaged in extensive development work to create electronic interfaces and modify its existing OSSs that support the pre-ordering, ordering, provisioning, repair and billing functions for resale and unbundled elements. U S WEST has spent over \$100 million to develop electronic interfaces and modify its OSSs to accommodate CLECs, not including the money it has spent to support number portability. U S WEST has not been able to recover most of these costs. The OSS modifications U S WEST has made fall into four general areas: 1) changes to support new product definitions created as a result of the obligation to provide resale and unbundled elements; 2) changes to support the creation of new account structures to accommodate CLECs as the customer rather than the end user; 3) changes to support the need to assign and track services and facilities to a particular CLEC; and 4) changes to support local number portability. Without these modifications, a CLEC would be able to send U S WEST an electronic request for service, but U S WEST would not be able to process and provision the request.

Id. at 22.

AT&T Corp. v. Iowa Utils. Bd., No. 97-826, slip op. at 19-20 (U.S. Jan. 25, 1999).

Id. at 22.

U S WEST has Deployed the Necessary Systems and Personnel

2. Introduction to Systems

2.1 Definition of OSS and Electronic Interfaces

U S WEST uses a variety of computer systems to support the operations of its telecommunications business. An operational support system does not directly provide telecommunications service to customers, but supports employees performing "operational" duties, such as selling products and services, issuing service orders, testing trunks and maintaining switching systems. These operational support systems are specialized; each provides different functionality. Certain operational support systems allow for the ordering of products and services for customers, while other systems record and process trouble tickets. Other operational support systems permit other functions. Because of the broad range of demands that OSSs address, these systems are extremely complex and sophisticated.

In contrast to OSS, electronic interfaces facilitate the exchange of information between operational support systems. The primary methods are batch transfers and real-time transactions. A batch transfer electronic interface processes large amounts of information and transmits the information from one computer system to another. This type of data processing accumulates large amounts of information, groups related transactions together, and transmits them on a scheduled basis, generally once a day. Batch transfers enable a large amount of information to be transmitted efficiently between computers. For example, although switches can record call detail messages

as they are made, U S WEST's CRIS Billing System processes the call details on a
 scheduled daily basis.

Alternatively, a real-time electronic interface processes data and/or transactions in an interactive mode, similar to a conversation. A transaction or query is sent from one computer system to another and a response is sent back without waiting for the scheduled transfer time. For example, the first computer system may submit a request for a piece of information (i.e., a customer service record (CSR)), and the second computer system will receive the request, make a query to its internal databases and transmit a copy of the applicable CSR back to the first computer system. Unlike batch transmissions, real-time transactions are executed in direct response to the request, with the only delay between the request and its response being the time it takes to handle that specific request. The second computer system will answer the first computer as soon as it has the answer to the question. Generally, a real-time electronic interface is necessary whenever the information requested is needed to influence the next step of an ongoing process.

2.2 Types of Interfaces

When a CLEC and U S WEST jointly provide service to an end-user customer, they must perform operational activities in conjunction with one another. These activities and exchanges of information can be accomplished through manual processes, e.g., paper and phone calls, or they can be accomplished through some level of mechanization, e.g., electronic interfaces, or they can be accomplished through a combination of both.

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The following is a very simple, high-level example of how these operational activities can be performed manually. If a customer wished to switch its local service provider to a CLEC marketing resold services, the customer would place a call to the CLEC. The CLEC would employ its defined negotiation and ordering business processes and, if possible, its systems to obtain the necessary information from the customer. The CLEC would fill out the appropriate Local Service Ordering Guideline ("LSOG") forms as defined by the Ordering and Billing Industry Forum ("OBF") and transmit them by facsimile to U S WEST. U S WEST would receive that information and translate it into the data fields and formats required by its internal service order systems to process the order request. (Please refer to Exhibit DWB-001 for a sample copy of an LSR and the corresponding U S WEST service order.) U S WEST would then return the appropriate ordering and installation information to the CLEC via facsimile and switch the customer's service to the CLEC in the appropriate interval. U S WEST would bill the CLEC, as appropriate, after the conversion of service.

It is important that U S WEST support these manual processes. Not all CLECs have automated their businesses with extensive computer systems, which, depending on functionality, can be very expensive. A CLEC's preferred business practice may be to use paper and manual methods, just as many banking customers prefer tellers to ATMs (automatic teller machines). In fact, CLECs can conduct business and provide service to their end-users through the use of manual methods, such as a facsimile machine. Moreover, the FCC has stated that for some functions, manual access may

1 need to remain available as an additional mode of access.²⁹ Furthermore, the FCC

2 stated that "there may be a number of smaller competing carriers that prefer to fax or

phone in their orders because the number of customers they serve would not support

Other CLECs prefer to use an electronic interface between the CLEC and

4 the amount of investment required to build a form of electronic interface."³⁰

U S WEST, which would allow the CLEC to send the LSR to U S WEST electronically.
U S WEST offers two electronic interfaces for pre-ordering, ordering and provisioning:
IMA and EDI. U S WEST then sends relevant confirmation information to the CLEC electronically. When U S WEST receives an LSR through an electronic interface the

LSR is converted, either electronically or manually, into the required data and format of its service order systems, and U S WEST then processes it.

2.3 Types of Access Methods

There are different types of electronic interfaces. An electronic interface can be provided either through direct access or mediated access. Mediated access can be further broken down into categories of human-to-computer interfaces and computer-to-computer interfaces. Please refer to Exhibit DWB-002 for details regarding these interfaces.

Using direct access means that a user interacts directly with an OSS. The user must use the specific commands known to the particular OSS and interact with the specific screens and data contained on those screens. In many cases, U S WEST retail

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FCC Ameritech Order, ¶ 137.

³⁰ FCC Ameritech Order, fn. 333.

1 service representatives have direct access for pre-ordering, ordering, and repair 2 functionality. In other cases, U S WEST service representatives use a form of mediated 3 access. In the course of establishing a customer service request, they must access 4 several different OSS. Different screens and data are accessed with the following 5 systems: Appointment Scheduler (schedule installation technician visits), BOSS 6 (Business Office Support System; contains customer record information), PREMIS 7 (Premises Information System; telephone number and address administration system). 8 and SONAR (Service Order Negotiation and Retrieval System; order entry system). A 9 schematic drawing demonstrating the relationship between a user using direct access 10 and the OSS is provided in Exhibit DWB-002.

There would be advantages and disadvantages providing CLECs direct access.

The primary advantage is that direct access would provide the CLEC with the exact same interface used by U S WEST retail service representatives. However, that advantage is outweighed by its disadvantages.

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A major disadvantage of direct access is that it essentially eliminates

U S WEST's ability to provide security of customer records and U S WEST proprietary
information and to ensure only authorized use of its systems. U S WEST's ability to
maintain the integrity of its systems for their intended purposes could not be maintained
with direct access. Another disadvantage of direct access is the fact that U S WEST
systems are very complex and vary among its regions. For example, BOSS is the
system that contains customer account information in the U S WEST Central and
Eastern Regions. There are four (4) processors (SYS J/K, COACCT, NMACCT, and

- 1 UTACCT), each containing different customer accounts. They reside in four (4)
- 2 separate data centers (Denver, Albuquerque, Salt Lake City, and Omaha). This means
- 3 that multiple accesses would be required for CLECs that operate in more than one
- 4 region. Moreover, the customer record system in the U S WEST Western Region,
- 5 CARS, is a completely different system from the system used in the Central and
- 6 Eastern Regions, BOSS, creating more complexity for the CLEC operating in more than
- 7 one U S WEST region.

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- Furthermore, these U S WEST systems, which have been developed over a 20 30 year span, do not employ the functional, data, and communications standards defined by multiple forums. Generally, these are the agreed upon national standards for information exchanges between ILECs and CLECs which have been the subject of intense industry effort since the passage of the Telecom Act. Accordingly, U S WEST has developed mediated access interfaces to support these national standards to simplify U S WEST's OSSs for easier CLEC use.
- Mediated access is a method in which a system resides between the OSSs of two companies and "mediates" the access one company's OSSs has with the other company's OSS. This frees the CLEC user from having to know the behavioral peculiarities of each OSS, the different commands required by various OSSs, and sometimes the proprietary data of an OSS. In other words, mediated access makes disparate OSSs appear as a single system to the CLEC user. It also helps to ensure that the systems remain secure, that their intended use is properly authorized, and that

- 1 their integrity is maintained. There are two types of mediated access: human-to-
- 2 computer and computer-to-computer.

provisioning and repair interactions with U S WEST.

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2.4 Human-To-Computer Electronic Interface

A human-to-computer mediated access provides a CLEC with an interface to one or more OSS. An interface may be text-based, or it may be a graphical user interface ("GUI") that generally employs text, color, graphics, and point-and-click capabilities.

US WEST has developed a GUI interface, IMA, which is depicted in Exhibit DWB-002.

GUI access gives the CLEC an integrated set of screens and functionality, allowing it to obtain in real-time the information required to support pre-ordering, ordering,

The advantages of mediated access through a human-to-computer interface include the ease of use that results from an integrated set of screens with the same look and feel. This significantly reduces the training time required for CLECs' service representatives and the likelihood of CLEC errors. Another advantage is that a small CLEC needs only a personal computer to access U S WEST's OSS. This human-to-computer interface also allows U S WEST to implement appropriate security measures within the gateway. A disadvantage of this type of mediated access, as with all mediated access, is that a translation of the request or message being sent must occur in order to pass information to U S WEST's OSS. For example, U S WEST receives an EDI-formatted message requesting a list of available telephone numbers. This message must be translated into the computer language for routing and into the format recognized by the OSS that contains the list of available telephone numbers (PREMIS).

2.5 Computer-To-Computer Electronic Interface

A computer-to-computer interface essentially allows a CLEC's OSSs to communicate with U S WEST's OSSs through the exchange of defined transaction sets and transmission protocols between the applications code of each gateway. It requires the CLEC to have its own OSSs and gateway interface components. The CLEC representatives can use the CLEC's OSS interface to create requests that are translated by its gateway components into agreed upon transaction sets and transmitted to U S WEST. U S WEST's components receive the requests and send them on to be translated into requests that are understood by U S WEST's OSSs. U S WEST's OSSs process the requests and send back responses. These responses are translated back into the defined gateway messages and sent on to the CLEC. The CLEC's gateway components receive the messages and translate them into messages understood by its OSSs. EDI and EB-TA are examples of computer-to-computer electronic interfaces that U S WEST has developed and deployed for CLEC use. An example of computer-to-computer mediated access is depicted in Exhibit DWB-002.

The primary advantage of a computer-to-computer interface is that the CLEC gateway has an agreed upon and specified way to exchange information with U S WEST's gateway. The primary disadvantage to this type of interface is the level of detailed negotiations and specifications that must be completed in order to develop a working interface. The development work for such an interface is very time-consuming and expensive. Additionally, it requires a CLEC not only to have a gateway to format

1 and exchange messages, but also to develop or to purchase its own set of OSS. This is

2 an expense not all CLECs wish to bear.

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3 U S WEST has built a human-to-computer electronic interface, called

4 Interconnection Mediated Access (IMA GUI) and a computer-to-computer electronic

5 interface, EDI (electronic data interchange), to support pre-ordering, ordering, and

provisioning capabilities. U S WEST also provides a human-to-computer interface, IMA

7 GUI, and a computer-to-computer interface, Electronic Bonding – Trouble

Administration (EB-TA), to support repair functionalities.

2.6 Electronic Interface Components and Flow-Through

Once a request for service is submitted to U S WEST, the LSR (local service request –the CLEC's request to U S WEST to add new service or change existing service) must be processed through all of the systems necessary to deliver service to a customer. The service ordering process is the component that takes the CLEC's LSR and converts it to the service order format required to process the request through U S WEST service order systems. That conversion can occur in one of two ways when the LSR is received: 1) it may either be manually keyed in based on its complexity (or other reasons), or 2) it may flow-through.

The ordering process is comprised of three major functions;

 Order Request Generation and Receipt. A CLEC generates an LSR, as defined by the OBF, and transmits it to U S WEST either via an electronic interface or facsimile. 2) Service Order Generation. U S WEST must take the information from the LSR and create one or more service orders. A service order contains product codes (USOCs - Universal Service Order Codes) and Field Identifiers (FIDs - additional information required to provide the product). U S WEST's OSSs only understand USOCs and FIDs contained on service orders, not LSRs.

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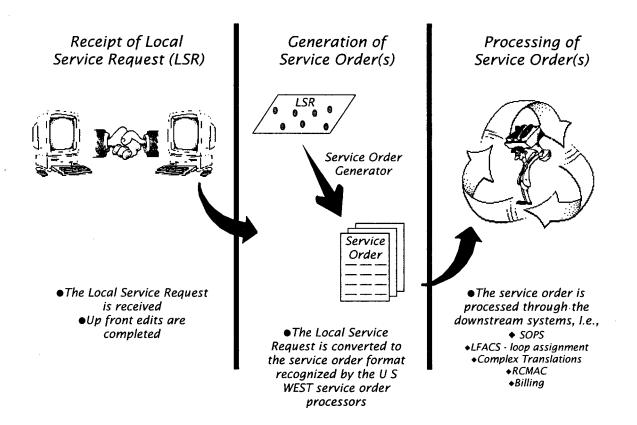
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 Service Order Processing. Service orders are processed by many downstream systems until service is provisioned and customer accounts are updated.



Flow-through involves: 1) the electronic translation of the information on the LSR into service orders recognized by U S WEST's OSSs; and 2) the electronic creation of

- 1 the service order in the appropriate format. There are different formats and systems
- 2 that support U S WEST's Western Region, Central Region, and Eastern Region.

For both its IMA GUI and EDI electronic interfaces, U S WEST has flow-through capability for "conversion-as-is," "conversion-as-specified," and "conversion-as-specified with add/delete lines." A conversion-as-is LSR is issued when an existing end-user customer decides to purchase resold local service from a CLEC without any change in the products and services it is currently receiving. The other type of flow-through capability, "conversion-as-specified," is utilized when the end-user customer chooses a CLEC as its local service provider, but wants to change the products and services on the account, or wants to add an additional line or remove a line.

In either case, once the LSR is received, it is quickly reviewed by a representative in the ISC for errors or to spot the need to refer the LSR to another work center. If the LSR is ready to be processed downstream, it is sent within a few seconds by the representative to the service order constructor system, where it is electronically translated into a U S WEST service order, with the appropriate product codes (USOCs and FIDs) populated on it. The ISC does not re-type these LSRs. Because the service order constructor electronically translates the local service request into the applicable service orders, this screening process does not increase the opportunities for error, lengthen the amount of time required to process CLEC orders, or limit the volume of CLEC orders that can be processed. Once the service orders are created, they are processed through the same systems and in the same time and manner as all other service orders. If the service order is of the type to flow-through automatically to

1 completion with no further need for manual handling, it will do so. See Exhibit DWB-003

for an example of an LSR request for the conversion of a resale account as-is and the

corresponding U S WEST service orders.

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As stated previously, one LSR may require U S WEST to issue many service orders. For example, where a customer decides to switch to a reseller, U S WEST must issue numerous service orders when the customer has some products that are available via resale and other products that are not, such as directory advertising. U S WEST must issue a service order removing the product that is not available for resale. One or more additional service orders must be issued to transfer the customer and the products available for resale to the CLEC. (Exhibit DWB-004 provides a breakdown of the number of service orders that can be generated from one LSR.) To accomplish this, the Interconnect Service Center (ISC) must issue a service order removing the nonresellable product or service and a record order to transfer the customer to the CLEC. Translation of an LSR to a service order is a complex task and is dependent upon many business rules and permutations. These permutations are driven by the hundreds of different resold and unbundled element products, multiplied by the varying ordering and billing scenarios as defined within U S WEST and by the OBF. See Exhibit DWB-005 for an example of an LSR request for an unbundled loop and the corresponding U S WEST service orders.

3. Systems Description

U S WEST relies on all of its systems and electronic interfaces to satisfy its obligations under Section 271 of the Telecom Act. This section provides a detailed description of U S WEST's electronic interfaces and OSS.

This section describes the U S WEST electronic interfaces and systems that provide CLEC access to OSS functions. The descriptions are divided into the following categories: Pre-ordering, Ordering, and Provisioning (both front-end and downstream processes); Repair; and Billing. Short descriptions are also included for electronic interface products, architectures, and standards.

3.1 Pre-ordering, Ordering, and Provisioning

The FCC determined that "[p]re-ordering and ordering includes the exchange of information between LECs about current or proposed customer products and services or unbundled network elements or some combination thereof." The FCC determined that "[p]rovisioning involves the exchange of information between LECs where one executes a request for a set of products and services or unbundled network elements or combination thereof from the other with attendant acknowledgments and status reports." In pre-ordering, ordering and provisioning, U S WEST exchanges information with CLECs about current or proposed customer products and services, and unbundled network elements.

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³¹ FCC First Report and Order, ¶ 514 n. 1244, ¶ 523 n. 1273.

³² FCC First Report and Order, ¶ 514 n. 1245, ¶ 523 n. 1273.

3.1.1 Electronic Interfaces

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U S WEST provides CLEC access to two electronic interfaces for the preordering, ordering, and provisioning of resale and unbundled network elements:
Interconnect Mediated Access graphical user interface (IMA GUI) and Electronic Data
Interchange (EDI). In addition, U S WEST offers EXchange Access Control Tracking
(EXACT) electronic interface to CLECs for the ordering and provisioning of
interconnection trunks and other wholesale products.

3.1.1.1 IMA - Interconnect Mediated Access

U S WEST has deployed a real-time, human-to-computer, electronic interface called Interconnection Mediated Access (IMA), which allows CLECs access to each of the OSS functions necessary to support their customers' requests. IMA provides access to U S WEST OSS functions through the use of a graphical user interface (GUI). In so doing, IMA allows the CLEC's customer service representative to perform inquiry and selection functions and electronically transmit LSRs in real-time to U S WEST for processing.

CLECs can use the same interface to send their pre-ordering and ordering transactions, which are processed by the same OSSs that provide these functions to U S WEST's retail units. These transactions and their corresponding OSSs are provided below:

Function	Capability Type	OSS Supporting Function
Address Validation	Pre-Ordering	PREMIS (Premises Information System)
Service Availability Query	Pre-Ordering and Ordering	SONAR (Service Order Negotiation and Retrieval System – Internal Table)
Customer Service Record	Pre-Ordering	BOSS (Business Office Support System)
Facility Availability Query	Pre-Ordering	LFACS (Loop Facility and Activation Control System)
Telephone Number Retrieval	Pre-Ordering and Ordering	PREMIS
Telephone Number Selection	Pre-Ordering and Ordering	PREMIS
Appointment Scheduling Retrieval	Pre-Ordering and Ordering	Appointment Scheduler
Appointment Scheduling Selection/Reservation	Pre-Ordering and Ordering	Appointment Scheduler
Carrier List	Pre-Ordering	PREMIS
Product and Service Selection	Ordering	IMA/EDI Architecture
Customer Listing Creation	Ordering	IMA/EDI Architecture
Billing Number Selection	Ordering	IMA/EDI Architecture
Summary Information Review	Ordering	IMA/EDI Architecture
Order Storage and Retrieval	Ordering	IMA/EDI Architecture
Order Submission	Ordering	IMA/EDI Architecture

Function	Capability Type	OSS Supporting Function
Firm Order Confirmation	Ordering	IMA/EDI Architecture
Supplemental Order Submission	Ordering	IMA/EDI Architecture
Order Inquiry	Ordering	IMA/EDI Architecture
Order Completion	Ordering	IMA/EDI Architecture

A detailed description of each function and how it is performed by IMA is addressed in Exhibit DWB-006, IMA Functional Process Descriptions. For a detailed matrix of products and functions supported by electronic interfaces, including IMA, see Exhibit DWB-007, Electronic Interface Functionality. Also, see section 4 of this affidavit for information about the U S WEST processes that support pre-ordering, ordering, and provisioning.

3.1.1.2 EDI - Electronic Data Interchange

U S WEST has also deployed another real-time, electronic interface called Electronic Data Interchange (EDI). EDI gives CLECs access to the pre-ordering and ordering OSS functions through a computer-to-computer interface.

Like IMA, CLECs can use the same interface to send their pre-ordering and ordering transactions, which are processed by the same OSSs that provide these functions to U S WEST's retail units. These transactions and their corresponding OSSs are provided below:

Function	Capability Type	OSS Supporting Function
Address Validation	Pre-Ordering	PREMIS (Premises Information System)
Service Availability Query	Pre-Ordering and Ordering	SONAR (Service Order Negotiation and Retrieval System – Internal Table)
Customer Service Record	Pre-Ordering	BOSS (Business Office Support System)
Facility Availability Query	Pre-Ordering	LFACS (Loop Facility and Activation Control System)
Telephone Number Retrieval	Pre-Ordering and Ordering	PREMIS
Telephone Number Selection	Pre-Ordering and Ordering	PREMIS
Appointment Scheduling Retrieval	Pre-Ordering and Ordering	Appointment Scheduler
Appointment Scheduling Selection/Reservation	Pre-Ordering and Ordering	Appointment Scheduler
Carrier List	Pre-Ordering	PREMIS
Product and Service Selection	Ordering	Not Applicable ³³
Customer Listing Creation	Ordering	Not Applicable
Billing Number Selection	Ordering	Not Applicable
Summary Information Review	Ordering	Not Applicable
Order Storage and Retrieval	Ordering	Not Applicable

The following transactions do not apply to U S WEST's EDI interface because the CLEC's OSSs contain the pertinent information and perform the desired functions: product and service selection, customer listing creation, billing number selection, summary information review, order storage and retrieval. In the case of pre-ordering transactions, U S WEST provides the data in response to the pre-ordering query for use by the CLEC when performing ordering transactions.

Function	Capability Type	OSS Supporting Function
Order Submission	Ordering	IMA/EDI Architecture
Firm Order Confirmation	Ordering -	IMA/EDI Architecture
Supplemental Order Submission	Ordering	IMA/EDI Architecture
Order Inquiry	Ordering	IMA/EDI Architecture
Order Completion	Ordering	IMA/EDI Architecture

2 A detailed description of each function and how it is performed by EDI is 3 addressed in Exhibit DWB-009, EDI / EB-TA Functional Process Descriptions. A 4 detailed matrix of products and functions supported by electronic interfaces, including EDI, is presented in Exhibit DWB-007, Electronic Interface Functionality. Also, see section 4 of this affidavit for information about the U S WEST processes that support pre-ordering, ordering, and provisioning.

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3.1.1.3 EXACT - EXchange Access Control Tracking

U S WEST provides access to EXACT, a Bellcore software product, for CLECs requesting products that require the use of an Access Service Request (ASR). EXACT is a system that was implemented at divestiture and has mechanized certain processes associated with access ordering. CLECs can electronically send ASRs, using thirdparty software like TELIS/UNIX to U S WEST's EXACT system. CLECs can also send ASRs via facsimile. If the CLEC chooses to use a vendor product, such as TELIS/UNIX, the CLEC create ASRs electronically, benefits from some editing capabilities of that vendor-product and can transmit them to U S WEST. If sent via

1 facsimile, U S WEST directly inputs them into EXACT. EXACT also validates the ASR

2 data as defined by the Industry Standard Access Service Ordering Guidelines (ASOG),

3 and processes and tracks the ASRs.

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Because EXACT supports trunk-side products and services, such as Unbundled

Dedicated Interoffice Transport (UDIT) and Local Interconnection Services (LIS) Trunks,

pre-ordering transactions do not apply. The CLEC determines the type of service that it

requires, refers to industry-defined information and creates an ASR that it transmits to

USWEST. Examples of industry-defined information are Network Channel (NC) and

Network Channel Interface (NCI) codes. These codes define the characteristics of the

circuit and its connecting points.

Once the ASR is received, EXACT supports retrieval, validation, management and completion of the ASR. EXACT converts ASRs into the formats needed for eventual placement into the service order processing flow.

A detailed matrix of products and functions supported by electronic interfaces, including EXACT, is presented in Exhibit DWB-007, Electronic Interface Functionality. Also, see section 4 of this affidavit for information about the U S WEST processes that support ordering and provisioning.

18 **3.1.2 OSS**

Several OSSs support the functions associated with processing of service orders. Again, these are the same OSSs that support all service orders despite whether the CLECs or U S WEST retail units originate them. These systems include:

OSS Acronym	OSS Acronym Description
ALOC	Access LOCation
AMA	Automatic Message Accounting
Appointment Scheduler	Appointment Scheduler (sometimes abbreviated as AS)
BOSS	Business Operations Support System
CMATE	Not an Acronym
CNUM	Customer NUMber Management System
CPS	Capacity Planning System
CRIS	Customer Records Information System
Event Tracker	Event Tracker (sometimes abbreviated as ET)
EXACT	Exchange Access Control and Tracking
Facility Check	Facility Check
FACS	Facility Assignment and Control System
FEPS	Facility and Equipment Planning System
IABS	Integrated Access Billing System
IFE	Integrated Front-End
LFACS	Loop Facility Assignment and Control System
LSS	Listing Services System
MIHR	Mechanized Installation History Reports
PREMIS	PREMises Information System
ROMS	Regional Operations Management System
RSOLAR	Regional Service Order Logistics and Retrieval

OSS Acronym	OSS Acronym Description
SMS	Service Management System
SOA	Service Order Administration
SOAC	Service Order and Activation Control
SOLAR	Service Order Logistics and Retrieval
SONAR	Service Order Negotiation and Retrieval
SOPAD	Service Order Processor and Distribution
SWITCH	Not an Acronym
TAG	Telephone Address Guide
TAXI	Not an Acronym
TIRKS	Trunk Integrated Records Keeping System
TUF	Translator of USOCs and FIDs
WFA	Work Force Administration

See Exhibit DWB-008, U S WEST System Descriptions, for a brief description of these U S WEST systems. Also, see section 4 of this affidavit for information about the U S WEST processes that support pre-ordering, ordering, and provisioning.

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3.1.3 Downstream Service Order Processing

After an LSR is submitted to U S WEST, it must be converted into one or more service orders. The conversion itself and the processing in downstream OSSs are referred to as downstream processing. LSRs are either electronically converted into service orders and placed into the service order processing flow (flow-through) or a

1 US WEST representative creates a service order in an order entry system (interfacing

with a service order processor, referred to as a SOP) or directly into the appropriate

3 SOP.

The SOPs, and other downstream installation OSSs, are critical components of the process that play a role after pre-ordering/ordering and provisioning functions, and before the later activities of maintenance and repair, and billing. While the SOPs vary somewhat by region within U S WEST's 14-state territory; in each region, they are the common points through which orders pass for most product types. For Arizona, which is in the central region, the SOP is known as the Service Order Processing and Distribution System (SOPAD). SOPAD receives service orders from several sources, such as Service Order Negotiation and Retrieval (SONAR), Integrated Front End (IFE), and Integrated Access Billing (IABS). SOPAD, in turn, communicates with the Service Order Activation and Control System (SOAC) that manages the service order process with respect to the specialized systems that design and activate network-based services, assign facilities, maintain central office inventory, and manage customer account information. In doing so, SOAC directs each service order through all steps necessary to complete the order.

CLEC orders, like the U S WEST orders, pass through the SOP in the region to which they pertain. Although the basic process of directing and completing a CLEC order is identical to directing and completing a U S WEST retail order, CLEC orders result in certain functions that are not performed for U S WEST orders. For example, the return of an FOC is a characteristic of a CLEC order only (part of the provisioning

1 acknowledgement/status of order notification) and is not provided as a result of a

2 U S WEST order.

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3 3.2 Repair

4 The FCC defines maintenance and repair as "the exchange of information 5 between LECs where one initiates a request for repair of existing products and services 6 or unbundled network elements or combinations thereof from the other with attendant acknowledgements and status reports."34 The following section describes how 8 U S WEST supports the repair of services ordered by a CLEC through electronic interfaces.

3.2.1 Electronic Interfaces

As with pre-ordering, ordering, and provisioning, CLECs may communicate with US WEST via its electronic interfaces for maintenance and repair. US WEST provides CLECs with access to two electronic interfaces for the repair OSS functions: IMA GUI and EB-TA.

3.2.1.1 IMA - Interconnect Mediated Access

16 U S WEST's IMA GUI also supports real-time maintenance and repair functions. 17 In so doing, IMA allows the CLEC's customer service representative to make inquiries. receive proactive status notifications, and electronically transmit trouble reports to 18 19 U S WEST for processing.

FCC First Report and Order, ¶ 514 n. 1246, ¶ 523 n. 1273.

- 1 This interface also supports pre-ordering and ordering transactions as described
- 2 earlier. The CLECs' repair transactions are processed by the same OSSs that provide
- 3 these functions to U S WEST's retail units. These transactions and their corresponding
- 4 OSSs are provided below:

Function	OSS Supporting Function
Trouble Report Creation	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Trouble Report Modification	MEDIACC (Mediated Access) – LMOS (POTS)
Trouble Report Inquiry	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Active Notification of Status Change	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Trouble Report Cancellation	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Trouble Report Closure	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Trouble Report History	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)

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- A detailed description of each function and how it is performed for U S WEST
- 7 retail customers is addressed in Exhibit DWB-006, IMA Functional Process Descriptions
- 8 And Comparisons. A detailed matrix of products and repair functions supported by

- 1 electronic interfaces, including IMA, is presented in Exhibit DWB-007, Electronic
- 2 Interface Functionality.

3 3.2.1.2 EB-TA - Electronic Bonding & Trouble Administration

- 4 U S WEST has also deployed another real-time, electronic interface called EB-
- 5 TA. EB-TA allows the CLEC's customer service representative to make inquiries,
- 6 receive proactive status notifications, and electronically transmit trouble reports to
- 7 U S WEST for processing. The CLECs' repair transactions are processed by the same
- 8 OSSs that provide these functions to U S WEST's retail units. These transactions and
- 9 their corresponding OSSs are provided below:

Function	OSS Supporting Function
Trouble Report Creation	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Test Results	MEDIACC (Mediated Access) – LMOS/MLT (Mechanized Loop Test) (POTS)
Trouble Report Modification	MEDIACC (Mediated Access) – LMOS (POTS)
Trouble Report Inquiry	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Active Notification of Status Change	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Trouble Report Cancellation	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)
Trouble Report Closure	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled

Function	OSS Supporting Function	
	Network Elements)	
Trouble Report History	MEDIACC (Mediated Access) – LMOS (POTS) and WFA (Designed Services or Unbundled Network Elements)	

- 1 A detailed description of EDI/EB-TA online transaction sets provided by
- 2 U S WEST is addressed in Exhibit DWB-009, EDI Functional Process Description.
- 3 Also, a detailed matrix of products and functions supported by electronic interfaces,
- 4 including EB-TA, is presented in Exhibit DWB-007, Electronic Interface Functionality.
- 5 3.2.2 OSS
- Several OSSs support the functions associated with processing of trouble 6 7 reports. Again, these are the same OSSs that support all trouble tickets despite 8
 - whether the CLECs or U S WEST retail units originate them. These systems include:

OSS Acronym	OSS Acronym Description
DELIVER	Not an Acronym
LMOS	Loop Maintenance Operations System
MEDIACC	Mediated Access
MLT	Mechanized Loop Testing
REACT	Not an Acronym
SARTS	Switched Access Remote Test System
WFA	Work Force Administration

See Exhibit DWB-008, U S WEST System Descriptions, for a brief description of these U S WEST systems. Also, see section 4 of this affidavit for information about the U S WEST processes that repair.

3.2.3 Repair Processing

After a trouble report is submitted to U S WEST, it must be converted into a trouble ticket. Trouble reports are electronically converted into trouble tickets that are recognized by LMOS for POTS or WFA for designed services and flow-through the repair processing flow. After conversion, trouble tickets are processed identically despite whether the CLECs or U S WEST originates them.

See Exhibit DWB-008, U S WEST System Descriptions, for a brief description of the above mentioned U S WEST systems. Also, see section 4 of this affidavit for information about the U S WEST processes that support repair.

13 **3.3 Billing**

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The FCC has defined billing as "the provision of appropriate usage data by one LEC to another to facilitate customer billing with attendant acknowledgments and status reports. It also involves exchange of information between LECs to process claims and adjustments."

U S WEST's billing systems generate the appropriate data needed by CLECs to perform their billing function. Generally, two types of U S WEST-generated data are required by CLECs to perform billing functions: usage data and customer activity data.

1 Optionally, a CLEC may choose to use a third type of data for billing: monthly wholesale

summary bills. The following section describes each of these data types and outlines

3 the electronic methods that U S WEST uses to provide billing data to CLECs.

A detailed description of each function and how it is performed is addressed in

Exhibit DWB-006, IMA Functional Process Descriptions. For a detailed matrix of

products and functions supported by electronic interfaces, see Exhibit DWB-007.

7 Electronic Interface Functionality. Also, see section 4 of this affidavit for information

8 about the U S WEST processes billing.

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3.3.1 Electronic Interfaces

U S WEST provides billing data to CLECs through a series of batch files that contain usage data, customer activity data, and wholesale summary bills. Because of the high volume of data involved in billing, U S WEST also uses a batch process internally and for transmitting this information to and from the interexchange carriers (IXCs).

3.3.1.1 Usage Data

The primary source of usage data is call records. U S WEST sends call records to CLECs via a daily usage feed. The daily usage feed is provided to CLECs on a business day basis, approximately three days after the data is recorded on the switch.

19 The different file transmission methods available to CLECs in Arizona are:

³⁵ FCC First Report and Order, ¶ 514 n. 1247, ¶ 523 n. 1273.

Medium	Availability
NDM (Network Data Mover; available through a direct line or dial-up)	Yes
Magnetic tape	Yes
Cartridge	Yes
File Transfer Protocol (FTP)	Yes
Comet	Yes
Web access	Yes

NDM, FTP, and Comet are protocols that handle electronic file transfer over a network. Magnetic tape and cartridge are media that allow the usage files to be copied and physically sent to CLECs. Web access allows CLECs to download usage data over the World Wide Web.

3.3.1.2 Customer Activity Data

U S WEST provides customer activity data to CLECs through two types of reports: completion reports and loss reports. Completion reports give a CLEC information about the completion dates for submitted LSRs, allowing the CLEC to assign a billing start date for its customer. Similarly, loss reports give information about the transition of an end-user to a different local service provider, allowing the CLEC to assign a billing end date for that customer. CLECs can receive both completion and loss reports in the following ways:

Medium	Availability
NDM (Network Data Mover; available through a direct line or dial-up)	Yes
File Transfer Protocol (FTP)	Yes
Facsimile	Yes

3.3.1.3 Monthly Wholesale Summary Bill Data

- 2 U S WEST produces monthly wholesale summary bills for CLECs to bill for
- 3 wholesale services rendered. These wholesale, summary bills can be used in
- 4 conjunction with the daily usage feeds to prepare and verify a CLECs end-user retail
- 5 bill. Depending on the products that a CLEC has ordered to offer service to its end-
- 6 users, a CLEC could receive a summary bill from either the CRIS system or from IABS.
- 7 Summary bills can be received in the following ways:

Medium	Availability via CRIS	Availability via IABS
NDM (Network Data Mover; available through a direct line or dial-up)	Yes	Yes
Magnetic tape	Yes	
Cartridge	Yes	
CD ROM	Yes	
Diskette	Yes	
File Transfer Protocol (FTP)	Yes	Yes
Comet	Yes	
Web access	Yes	
Paper	Yes	Yes

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1 A detailed matrix of products and which system supports the billing of that 2 product, either CRIS or IABS, is presented in Exhibit DWB-007, Electronic Interface 3 Functionality. 4 3.3.2 OSS 5 Several U S WEST systems support the OSS billing functions for CLECs. These 6 systems include the following: Customer Record Information System (CRIS), Integrated 7 Access Billing System (IABS), and Automatic Message Accounting (AMA). See Exhibit 8 DWB-008, U S WEST System Descriptions, for a brief description of these U S WEST 9 systems. 10 3.4 Products Supported by U S WEST's Electronic Interfaces 11 The electronic interfaces deployed by U S WEST currently support the OSS 12 functions for resale products, unbundled network elements, and other wholesale 13 products. 14 Pre-Ordering and Ordering 15 IMA currently provides pre-ordering and ordering capabilities for the following 16 products: 17 resale services 18 private line 19 Centrex 20 unbundled loop

1	interim number portability (INP)		
2	long term number portability (LNP)		
3	unbundled loop with INP		
4	unbundled loop with LNP		
5	unbundled analog line-side		
6	 switch port (including the ability to specify shared transport) 		
7	unbundled digital line-side switch port.		
8			
9	EDI provides essentially the same functionality and product support as IMA.		
10	EXACT provides pre-ordering, ordering and provisioning processing capabilities for		
11	Unbundled Dedicated Interoffice Transport (UDIT) service, LIS trunks, and		
12	Analog/Digital Trunk Ports.		
13	Maintenance and Repair		
14	IMA also provides repair capabilities for POTS and designed resale services and		
15	5 unbundled network elements. EB-TA provides CLECs the ability to enter repair		
16	requests for POTS and designed resale services, and unbundled network elements.		
17	Billing		
18	CRIS and IABS support the billing of POTS and designed resale services and		
19	unbundled network elements.		
20	A detailed matrix of products and functions supported by U S WEST electronic		
21	interfaces is presented in Exhibit DWB-007, Electronic Interface Functionality.		

3.5 Electronic Interface Architectures

3.5.1 IMA, EDI and EB-TA Architectures

For the IMA, EDI and EB-TA electronic interfaces, the following diagram depicts
the mediated access architecture currently provided by U S WEST. As shown, the
CLEC OSSs or workstations access the U S WEST gateways through a security
firewall. They communicate with the U S WEST human-to-computer interface and/or
the computer-to-computer interfaces to transmit and receive information.

Pre-Ordering and Ordering

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Once the transaction is received by the U S WEST gateway, a set of business rules is applied to determine how to process the request. To obtain information from U S WEST's OSSs or pass information to them, the OSS Access Layer (Data Arbiter, Fetch and Stuff, and MEDIACC) communicates with the downstream OSSs to send or retrieve the data. Regardless of whether a transaction is received by the U S WEST gateway through the IMA GUI or EDI, it will be processed through the same set of business rules and travel through the same OSS Access Layer to reach the downstream OSSs.

If the transaction is the submission of an LSR, the LSR is placed in the Common IMA database regardless of whether the LSR is transmitted through the IMA or the EDI gateway. This database is updated with status of the LSR as the Interconnect Service Center processes the LSR.

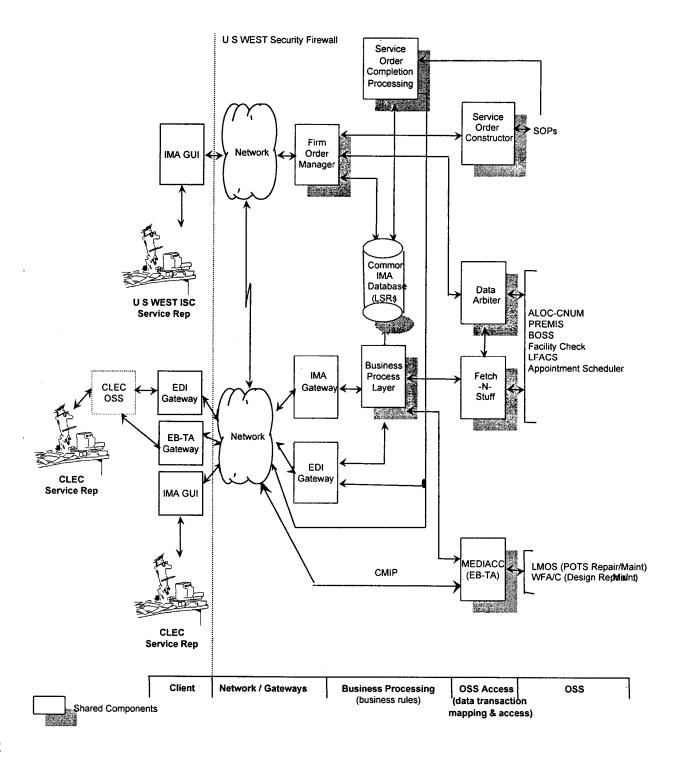
Arizona Corporation Commission Docket No. T-00000B-97-0238 U S WEST Communications Affidavit of Dean W. Buhler Page 48 of 97, March 25, 1999

1 <u>Maintenance and Repair</u>

- 2 Likewise, if the transaction is a submission of a trouble report or any other trouble
- 3 report request, the transaction is processed through MEDIACC and routed to the
- 4 appropriate repair OSS.

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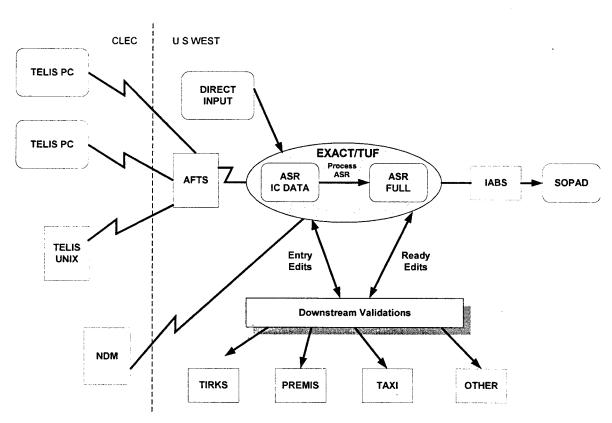
Mediated Access Architecture



3.5.2 EXACT Architectures

- 2 For the EXACT interface, the following diagram depicts the interface architecture.
- 3 The CLEC may choose a variety of vendor products to electronically transmit ASRs to
- 4 U S WEST's EXACT system: TELIS PC OR TELIS UNIX using AFTS (A File Transfer
- 5 System) or ACOS or NDM communicating with EXACT. Once the ASR is received,
- 6 handled by U S WEST's ISC, the TUF (Translator of USOCs and FIDs) subsystem
- 7 translates the ASR and sends it to IABS and then onto the SOP. Once entered into the
- 8 service order processing flow, the service order is processed the same as all other
- 9 service orders whether they are for other CLECs or U S WEST's retail units.

EXACT

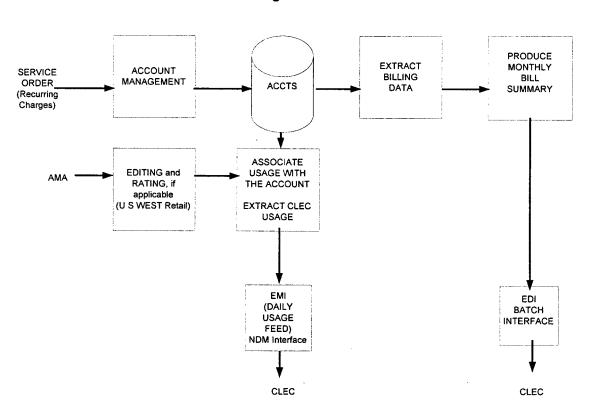


3.5.3 Billing Architectures

3.5.3.1 CRIS Architecture

For the billing interfaces, the diagram below describes the components that produce usage and monthly bill information. When an end-user customer's account is resold to a CLEC, the resulting service order updates the account to reflect that change. As the end-user customer generates toll usage, it is sent from the AMA system into the CRIS billing system, where it is associated with the CLEC's account. The toll usage is then forwarded to the CLEC in a daily usage feed file. U S WEST produces a billing summary file with all recurring and non-recurring charges and sends it to the CLEC on a monthly basis.

Billing Architecture



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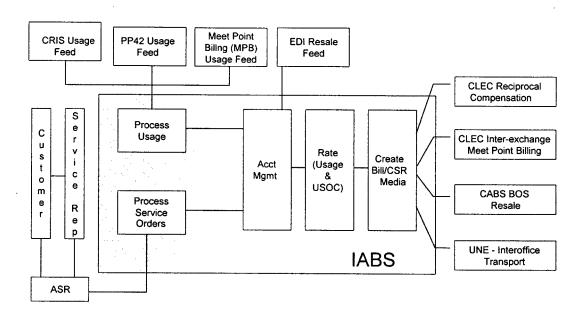
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3.5.3.2 IABS Architecture

For the trunk-side UNEs and interconnection services, the architectural diagram shown below provides a high-level description of IABS. There are three usage feeds to the usage processing module. Another entry point is the ASR submitted by the customer service representative. These ASRs go to the service order processing module. Both usage and service orders are sent to the account management module to associate the usage and service order detail to accounts. Additionally, the EDI resale file is fed to the account management module.

After usage and service order details are associated to accounts, the accounts are rated, and bills and CSRs are produced. Outputs for reciprocal compensation, interexchange meet point billing, resale and UNEs are then provided to the CLECs.

IABS Billing Architecture



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3.6 Electronic Interface Standards

The U S WEST OSS electronic interfaces comply with industry, national and international standards as applicable for each interface. Listed below is a description of the standards used by each of the electronic interfaces.

The IMA GUI system complies with applicable national standards. First, IMA's LSR forms employ the Ordering and Billing Forum's (OBF) Local Service Order Guidelines (LSOG) for ordering resold products and unbundled network elements. The presentation of IMA screens employs the HyperText Markup Language (HTML), version 3, and JAVA – international standards for the presentation of graphical information. Addressing linkages employ the international standard of HyperText Transport Protocol (HTTP). Finally, the transmission of this information from a user's personal computer to U S WEST's IMA gateway is done through the use of another international standard known as Transmission Control Protocol/Internet Protocol (TCP/IP). IMA repair functionality is also compatible with the ANSI T1.227/228 maintenance and repair specification. The IMA repair functions are based on the Electronic Commerce Implementation Committee (ECIC) Electronic Bonding-Trouble Administration guidelines.

The EDI interface for pre-ordering, ordering and provisioning employs the OBF Local Service Ordering Guidelines, the EDI X.12 message format standard as well as the ECIC's Interactive Agent (IA) specification. U S WEST was instrumental in defining the ECIC IA specification, which uses the TCP-IP/SSL-3 (Secured Sockets Layer-3) transport protocol standard.

1 EB-TA, the U S WEST computer-to-computer interface for repair, is based on the

- 2 ANSI T1.227/228 Trouble Administration Standard. It also uses the ECIC EB-TA
- 3 guidelines as well as the ISO OSI CMIP/CMISE standard protocols (Open Systems
- 4 Interface Common Management Information Protocol/Common Management
- 5 Information Services Element).

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- 6 EXACT is a Bellcore product. As such it is an industry standard for ordering
- 7 products using an Access Service Request (ASR).
 - The billing batch files also use national industry guidelines. The daily usage feed uses Exchange Message Interchange (EMI) standard records. EDI is used for the monthly wholesale summary and detail feeds for POTS and designed services resale, unbundled loops, and line-side unbundled switch ports. Billing Output Specification (BOS) is used for trunk-side unbundled network elements and some resale supporting elements, such as Frame Relay. The customer activity files (loss and completion report) along with the daily usage feed and the wholesale summary bills, is available through the NDM transport protocol.

3.7 Summary of Systems Descriptions

U S WEST provides CLEC access to the OSS functions of pre-ordering, ordering, provisioning, repair, and billing though the following interfaces: IMA GUI, EDI, EXACT, EB-TA, and billing output files. They cover the breadth of the required products and services for POTS and designed services resale, line-side and trunk-side UNEs and interconnection services. Together with the U S WEST downstream OSSs, these

- 1 electronic interfaces help U S WEST meet its obligation to provide access to OSS
- 2 functions.

4. Process Descriptions

A business process is a collection of activities that takes inputs and creates outputs. Processes in a company correspond to natural business activities, and usually, steps in the process are performed in a natural order. There can be multiple versions of the same process; each one tuned to the requirements of different markets, situations, or inputs. For example, a CLEC's request for new service (contained on an LSR) is an input to the ordering process. The provisioning of the products and services (contained on a service order) is the output.

In this section, I will discuss the processes used by U S WEST in support of the pre-order, ordering and provisioning, maintenance and repair, and billing for POTS and Designed Services Resale, Unbundled Network Elements, and Interconnection products. They are detailed in Exhibits DWB-010 through DWB-026. For each process there is a general description of the process, an illustration, a chart depicting the flow of activities, and a description for each task.

4.1 General Pre-Ordering, Ordering and Provisioning Processes

Processes supporting resale products, unbundled network elements, or interconnection involve responding to pre-ordering requests for information, processing orders for products and services, and managing information in U S WEST's OSSs.

Among other items, the OSSs are updated to reflect that a particular end-user is being

- 1 served by a specific reseller, a facility-based CLEC has leased unbundled network
- 2 elements, or a facility-based CLEC interconnects with U S WEST. Once the resale
- 3 processes or the line-side UNE processes are completed, the CLEC becomes
- 4 U S WEST's customer and the end-user customer becomes the customer of the CLEC.
- 5 With trunk-side UNEs or interconnection services, there is not necessarily an end-user
- 6 customer involved and the CLEC becomes U S WEST's customer.

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The process starts when the CLEC either is in discussions with the end-user customer or determines its need for trunk-side UNEs or interconnection services. In either instance, after gathering pre-ordering and/or ordering information, the CLEC sends an order to U S WEST. The CLEC has the option of performing these tasks either by facsimile, telephone call to the ISC or by using one of U S WEST's electronic interfaces. A representative in U S WEST's ISC looks at the request to verify that the information is correct, and either routes the request to the correct ISC site that converts the LSR into one or more service orders, ³⁶ or clicks the button to have the LSR electronically converted into a service order and placed into the service order processing flow. FOCs are then returned to the CLEC. The service order is assigned and routed depending on its type. Orders that require special designs are routed to the Design Services Center that creates the design, coordinates the central office work and, if necessary, dispatches a technician. The circuit is tested, the CLEC notified and the order completed. Orders that involve POTS products are routed directly to the organizations that complete any necessary translations or provisioning work in the

LSRs must be converted into service orders. This is because service orders predate the act and are the ordering forms that U S WEST's OSSs recognize. LSRs were created by national standards bodies, principally the OBF, and are intended to support local service ordering as a wholesale business.

switch and any inside or outside fieldwork. For all product types, after the assignment and provisioning work is completed, the service orders are marked as completed on a nightly basis. This completion notification is sent to the appropriate U S WEST's OSSs to ensure that billing, customer service records, repair line records, etc. are

electronically updated. A completion file is transmitted the next morning to the CLEC

6 containing information about orders completed the night before.

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4.1.1 Conclusion

The CLEC activities within the processes are supported by online, real time electronic interfaces communicating with the same OSSs that support U S WEST's retail operations. For example, once a service request is entered into U S WEST's service order processor, SOPAD, the provisioning of products for both U S WEST and the CLEC are commingled and processed equally.

The detail identified in the exhibits prove that the pre-ordering, ordering and provisioning processes that are in place for POTS and designed services resale, unbundled network elements, interconnection and number portability. They demonstrate in detail that U S WEST's processes are developed and effective at supporting CLECs in a nondiscriminatory manner.

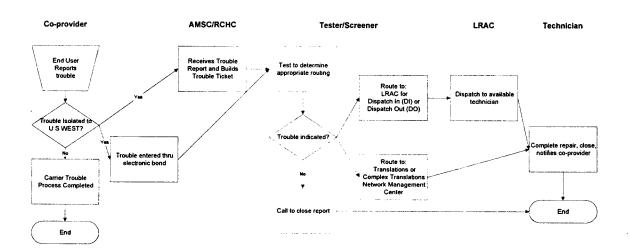
4.2 Maintenance & Repair Process

After service is installed, if a CLEC's customer experiences problems with their service, U S WEST has the processes and systems in place to support maintenance & repair functions for the CLEC and its customer.

When CLEC customers experience trouble with telecommunications equipment, such as a line failure or unstable connections, their first point of contact is the CLEC from whom they purchased service. Once the CLEC, following its internal process, has performed its trouble analysis and determined that a trouble report needs to be made to U S WEST, the CLEC has the option of submitting the trouble report (TR) via IMA or EB-TA or calling a U S WEST service center. U S WEST accepts the TR and issues a trouble ticket. This ticket is the fundamental unit for all repair activities. A trouble ticket identifies the customer, the service with which the customer is experiencing trouble, a description of the trouble, and the status of the activities taken to resolve the trouble.

4.2.1 General Maintenance & Repair Process Description

Detailed maintenance & repair flows and activity descriptions are included as Exhibits to this section of the affidavit. These exhibits include POTS, unbundled loop, unbundled switch, unbundled dedicated Interoffice transport, LIS trunking, number portability, and shared transport, Exhibits DWB-010 through DWB-026. The following diagram demonstrates, at a high level, the flow a trouble report can follow.



The repair process starts in one of two ways. One way is for the CLEC to enter the trouble information and create a ticket through an electronic interface, IMA or EB-TA. The other way is for the CLEC to contact either the Account Maintenance Support Center (AMSC) or the Repair Call Handling Center (RCHC), depending on product type, to report the trouble and a ticket will be created. Once the ticket is created, the repair process is identical for both U S WEST's retail customer and the CLEC customer. A tester performs tests to determine the appropriate routing of the trouble ticket. If the testing determines the trouble is not in the U S WEST equipment, the tester will close the ticket after talking to the CLEC. If trouble is indicated, one of two things can happen. Either the ticket is routed for dispatch to a technician who resolves the trouble and closes the ticket, or if translation work is needed, the ticket is routed to the Network Management Center for resolution and closure.

There may be supplemental activities that need to be performed after a ticket is opened but before it is closed. These activities, such as modifying the trouble ticket, obtaining status on the trouble, canceling the trouble ticket, reviewing the trouble history, and re-submitting or deleting the trouble ticket are discussed in Exhibit DWB-006 titled "IMA Functional Process Descriptions and Comparisons" presented in Section 3.2.1 IMA of this affidavit.

U S WEST also supports the CLEC when the source of the trouble does not rest within U S WEST's network facilities. At times, trouble can result when customers either have an incorrect understanding of the service they have requested or how to use their service. U S WEST supports the CLEC in this case through access to the

1 customer service record. By reviewing the customer service record, the CLEC can

intercept issues that do not require network activities, hence saving time and cost where

3 possible.

4 4.2.2 Conclusion

As the exhibits show, U S WEST's repair and maintenance processes are essentially the same for CLECs as they are for U S WEST retail. CLECs control and are responsible for the repair and maintenance of their own facilities, and U S WEST controls and is responsible for repair and maintenance of its facilities. Regardless of whether the end-user is a U S WEST retail customer or a CLEC retail customer, the repair processes and support are identical. U S WEST's electronic interfaces, IMA and EB-TA, make key repair functions and information available to the CLEC, which enable it to provide its end-user with the same service that U S WEST provides to its own end-users. This arrangement helps make the CLEC efficient and transparent as the intermediary between the end-user's trouble and U S WEST's repair functions.

Because communication is an important part of supporting CLEC repair issues, U S WEST provides CLECs with active notification of trouble ticket status changes. This is beyond the capability provided to U S WEST internal representatives for trouble issues.

4.3 Billing

U S WEST has the processes and systems in place to support billing functions for CLECs. U S WEST provides both usage and service ordering information to support

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1 the CLEC's billing of its retail customers. The relationship between U S WEST and a

2 CLEC for billing functions is not the same as their relationship for other OSS functions.

3 For pre-order, order and repair, U S WEST must enable the CLEC to perform the same

4 functions that U S WEST representatives perform. CLEC representatives and

5 U S WEST representatives both have the same task to complete in entering an order,

6 for example. In the billing function, both U S WEST and the CLEC need to generate a

7 retail bill to their respective retail customers, but U S WEST is not obligated to produce

a bill for a CLEC's retail customer. Rather, U S WEST must provide the CLEC the data

9 the CLEC needs to generate a bill.

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Reports.

Since retail telecommunication billing consists generally of usage charges and local service charges, an efficient CLEC needs both usage information and local service ordering information to bill its customers. U S WEST provides both usage and service ordering data pertaining to products such as resale and unbundled network elements to support CLEC's billing. Usage data is provided to the CLEC via the daily usage feed. Service ordering information is provided to the CLEC via the Completion and Loss

The following diagram illustrates the overall billing process between U S WEST

and the CLEC:

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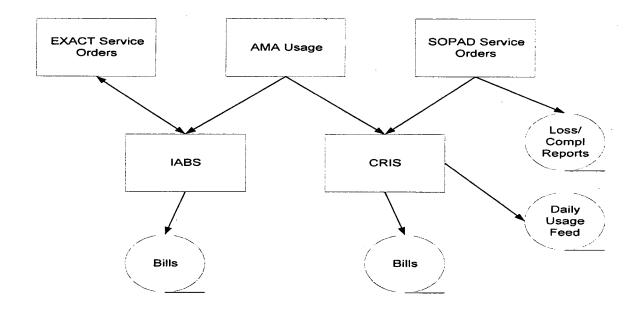
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4.3.1 Usage Data For Usage-Sensitive Charges

An important step in the billing process is the gathering of usage data. This usage data details charges that are based on the number, distance or duration of individual calls. A call record exists for each call that will be billed on a usage basis. It contains information on the origin, termination, and duration of the call. Some examples of usage data provided to the CLEC are call records for intraLATA toll calls, local measured service calls, and directory assistance calls. Where unbundling is involved, interexchange access records are also provided as required by the FCC. This usage information enables a CLEC to apply its own price to the call. CLECs can take the usage data, apply their pricing formulas, and generate usage amounts to bill their enduser customers.

The usage data for CLECs is derived from the same process that captures usage data for all calls that travel on U S WEST facilities, regardless of whether those calls are placed by U S WEST retail customers or by CLEC retail customers. The data is gathered via the Automatic Message Accounting (AMA) OSS and then sent to the Customer Records Information System (CRIS) OSS. When usage records are first gathered in AMA, the identity of the local service provider (i.e., U S WEST or a CLEC) is not on the record, and CLEC and U S WEST usage records cannot be distinguished. Early in CRIS processing, CRIS determines whether each call belongs to a U S WEST or a CLEC customer using a cross-reference file that associates the usage telephone number with the local service provider. At this point, CLEC usage is separated from U S WEST usage. Those messages belonging to CLEC customers are sent to the CLEC in a daily usage feed. Messages belonging to U S WEST customers are sent down to be further processed in U S WEST's billing system.

The daily usage feed is provided to the CLEC every business day. It is formatted in the Exchange Message Interface (EMI) record format. CLECs input the usage data into their billing systems, for use in creating bills for their local customers. CLECs can also use the usage data to verify the monthly wholesale bill they receive from U S WEST.

4.3.2 Customer Service Ordering Activity Data

Other important information needed by the CLEC for billing includes the local products and services the CLEC is purchasing from U S WEST for its customers, and the dates to start and stop billing these services. Information on relevant products and

1 services billed on a recurring basis is available to the CLEC via the IMA GUI and EDI 2 interfaces. U S WEST also provides the CLEC with a Completion Report that tells the 3 CLEC the date its service orders were completed. The last piece of data required by a 4 CLEC to manage its billing function is the date an end user leaves the CLEC. The Loss 5 Report provides this data, telling the CLEC the date to stop billing the end user. These 6 reports allow the CLEC to appropriately start and stop its billing of the services it 7 ordered for its customer, just as U S WEST starts and stops billing its customers based on the completion date of service orders. Together, U S WEST's Completion and Loss 8 9 Reports provide the CLEC the customer ordering activity information necessary to 10 support CLEC retail billing. Refer to Section 3 of this affidavit titled "Systems 11 Description" for detail on IMA and Loss and Completion Reports.

4.3.3 U S WEST Bills to CLEC

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U S WEST sends a monthly wholesale bill to a CLEC as a means of collecting wholesale charges due from the CLEC. The wholesale bill is not the CLEC's primary source for retail billing support. CLEC billing is supported by the daily usage feed and the completion and loss reports. However, the CLEC can use the monthly bill to verify or reconcile charges and other activities that have an impact on its retail customers. The wholesale bill contains both usage and local service charges just as U S WEST bills do.

U S WEST uses two major billing systems to bill the CLEC: Integrated Access
Billing System (IABS) and Customer Record Information System (CRIS). Billing data for
CLECs is generated in the U S WEST billing system which best suits the wholesale
product the CLEC is purchasing from U S WEST. For most resale and unbundled

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products, the billing system is CRIS. CRIS enables wholesale billing functions for
 resold recurring/non-recurring charges, and usage services such as intraLATA toll calls.

3 Resale requires that wholesale prices be linked to the retail price therefore it is most

4 efficient to bill the products out of the same system as the retail product. CRIS

5 produces the monthly bill and provides it to the CLEC using the industry-standard

6 Electronic Data Interface (EDI) transaction set number 811. To prepare this bill for a

7 CLEC, U S WEST applies wholesale prices appropriate for the CLEC and runs CRIS

8 bill-cycle processing. U S WEST bills the CLEC at a summary account level. The bill

information provided to the CLEC includes charges and account balances. Charges are

broken down in categories such as recurring charges, usage and taxes. As with retail

bills, billing of recurring charges start and stop effective with the completion date of the

12 related service orders.

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IABS, on the other hand, is well suited to bill interconnection charges to CLECs because the interconnection model is similar to that for long distance carriers. IABS also bills resold Frame Relay, LIS, Unbundled Trunks and Collocation since those products are more compatible with IABS capabilities. U S WEST utilizes the Billing Output Specifications/Carrier Access Billing System (BOS/CABS) specifications for the format and transmission of IABS bills.

The following table summarizes the types of data provided to CLECs and the source of that data from U S WEST.

Type of Data	U S WEST Source of Data for CLEC
Usage Data	Daily Usage Feed
Customer Activity	Completion and Loss Report
Wholesale Bill to CLEC	IABS and CRIS Bills

- 1 CLECs are today billing retail customers in Arizona thereby proving that
- 2 U S WEST fulfils its obligation to provide the information necessary for billing.
- 3 USWEST HAS PROVIDED SUFFICIENT ACCESS TO EACH OF THE NECESSARY OSS

4 Functions

5. OSS Capacity

6 5.1 Introduction

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U S WEST's systems and centers are sized in anticipation of volumes well above the actual level of LSRs in U S WEST's fourteen-state territory. U S WEST is prepared to process both current and future demand in its systems and centers. This section describes the systems capacity planning and monitoring processes used by U S WEST to ensure the operational readiness of its systems. It also describes the human capacity planning and resources in place to support anticipated CLEC service request volumes.

5.2 Systems Capacity

U S WEST electronic interfaces and U S WEST's OSSs accessed by these interfaces have sufficient capacity to handle current volumes and are constantly monitored to ensure their ability to meet reasonably foreseeable, future demand. Capacity, as used here, means the physical sizing of computer hardware and software, including memory, storage devices and processing power (central processing units [CPU]), to ensure the ability to handle specific volumes of data. Capacity planning is required whenever U S WEST introduces an interface or OSS into its operational environment. This planning begins in an early stage of the project and is constantly reassessed as the project progresses.

5.2.1 System Capacity Inputs

The first inputs into the planning process include estimates of the volumes, location, hours, functionality, and performance requirements for the system. For example, the initial estimates for IMA were 10,000 transactions per CLEC, per week, per state, with approximately 20-30 CLECs per state, operating under a 14-hour primetime shift Monday through Friday. This information, which is included in a capacity plan, ensures that the hardware components and infrastructure are sufficient to handle current and foreseeable demand. It can then be increased to handle additional processing and storage volume as volumes grow.

U S WEST has various organizations responsible for capacity planning. The process and individuals responsible for these systems maintain both the systems that

1 support retail customers and those that support wholesale customers. They are split

2 between mid-range planning and monitoring, and mainframe planning and monitoring.

3 Mid-range systems are those systems between a desktop and workstation computers

4 and mainframe computers. Mid-range servers commonly run the Unix Operating

5 System. The IMA and EDI interfaces are mid-range systems. Mainframe systems are

6 large-scale, shared processing environments, which are located in centralized data

7 centers serving the entire 14-state region via an internal data network. Examples

include SOPAD, IABS and CRIS. The functions supported by these systems were

9 described in section 3 - Systems Description.

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5.2.2 Mid-Range Planning and Monitoring

As projects progress, capacity planners monitor the OSSs using simulated tests, random load tests, as well as transactions that model production. Based on the outcome of these tests, adjustments are made to hardware/software to ensure the interface is production ready. See Exhibit DWB-027 (CAPACITY ANALYSIS for IMA) for details of the IMA/EDI capacity analyses. This same process takes place for all systems. Since IMA/EDI was implemented, U S WEST has continued to assess capacity by monitoring and analyzing utilization using a monitoring tool, Capacity Planning System (CPS). This tool monitors all mid-range systems. It records specific component utilization statistics every 10 minutes and then forwards that data to a central server in the Capacity Planning Group at U S WEST. The data is not only queried for threshold exceptions, but all exceptions are detailed in a daily report. Should capacity of IMA/EDI begin to approach a threshold, it will be identified in the

1 monitoring system, so that appropriate measures/processes can be initiated to meet the

2 demand. To ensure that capacity adjustments are proactively identified, a full time

capacity planner is assigned to monitor IMA/EDI.

In addition to this internal planning and monitoring, U S WEST engaged Hewlett-Packard Consulting to conduct a third-party capacity load test. Hewlett-Packard concluded that the IMA gateway system "is adequate to handle the largest transaction rate that was tested, namely 3500 transactions per hour. Furthermore, although this transaction rate was intended to be a rate sustained in any peak hour, it appears that this rate could be sustained for an extended period of time." In this particular context, the use of the word "transaction" means one business transaction, not a computer transaction. For example, a business transaction can consist of one order event or one pre-order transaction, such as an address validation. Multiple computer transactions can be required to perform one business transaction. For more details on the Hewlett-Packard Consulting test, refer to Exhibit DWB-091 (Hewlett-Packard Company IMA Phase II Performance & Stress Testing Report).

5.2.3 Mainframe Planning and Monitoring

In the mainframe environment, there is a similar procedure. The inputs to this process are similar to those required for the mid-range environment; however, they are received from RMF (Resource Measurement Facility), SMF (System Management Facility) and MICS (MVS Integrated Control Facility). The individuals that support this process then determine the impact to the mainframe environment and make the appropriate changes.

The mainframe planning process is comprised of application sizing, capacity planning, hardware procurement, hardware acceleration and hardware delay. The application sizing process is used to identify, screen, size, and price application and infrastructure changes impacting various devices: 1) processor; 2) storage; 3) software; 4) network; and 5) print/COM/Mail/Optical devices. Additionally, personnel headcount changes necessary within the organization responsible for the purchasing, monitoring, and operating of the computers and associated devices are also identified here. The capacity-planners combine usage measurements with these applications and infrastructure changes to produce a requirement forecast. The final result is a hardware plan that satisfies the forecast. When this plan indicates the need to purchase hardware, the hardware procurement flow (illustrated in Exhibit DWB-028 Hardware Procurement Flow), is followed. This process normally takes approximately 2-3 months from initiation to installation.

Other processes safeguard against unexpected events. For example, the Hardware Acceleration process identifies and resolves unforeseen impacts that require accelerated hardware installation. Depending upon the business urgency and vendor availability, the time frame for emergency purchase can be accomplished in hours or days, rather than the normal 2-3 month time frame. Finally, the Hardware Delay process identifies and resolves impacts resulting in delayed hardware installation.

Performance Analysts using SMF, RMF, and MICS for trend analysis and Omegamon for real-time problem analysis continuously monitor mainframe usage.

Based on these analyses, tuning adjustments to the environment are made as required.

Therefore, U S WEST has ample system capacity to handle current CLEC usage. Moreover, U S WEST has processes and procedures in place to monitor system usage and increase capacity as needed. The next section addresses the human capacity planning and resource allocations in U S WEST's centers dedicated to support CLECs.

5.3 Center Capacity

U S WEST has established carrier centers and repair centers to support CLECs' operations. They are properly staffed and can handle current and reasonably foreseeable volumes. Capacity, as used here, means the ability of the human resources to meet current and expected demand. As LSR and trouble report volumes increase, U S WEST continuously monitor the need to adjust center capacity.

5.3.1 Center Forecasting

U S WEST forecasts future demand through various figures gathered from both internal and external sources. Some of the sources include information contained in the Customer Questionnaire (See Exhibit DWB-029) in which CLECs are requested to provide forecasts of their line quantities for resale, unbundled network elements, and interconnection. Also, CLECs are requested to estimate dollar amounts for intraLATA and interLATA toll usage. Of the CLECs approved to conduct business in Arizona, only 40 of 46 (87%) provided U S WEST with estimated service volume forecasts. In addition to the questionnaire, the U S WEST Account Manager has regular contact with the CLEC and attempts to gather volume forecasts on an on-going basis. U S WEST

1 considers these forecasts when allocating resources for each center. The performance

2 of the centers is monitored on a regular basis. To enable U S WEST to dedicate

3 resources in a timely and responsive manner, processes have been established which

monitor demand and performance on a daily, weekly, monthly, quarterly and annual

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Independent of the CLECs' forecasts, U S WEST also attempts to estimate future demand based on internal research and industry trends. These estimates are provided to the U S WEST Demand Forecast Center (DFC). The DFC inputs these estimates into a forecasting model. This model produces anticipated volumes by product that are provided to each center to allocate resources. The DFC forecasts are provided on monthly, quarterly and annually. In addition, the centers supplement the forecasts with historical LSR volumes, repair ticket volumes, and call volumes to refine the forecasts.

5.3.2 Center Functions, Locations and Processing Volumes

U S WEST has different service centers to support pre-order, order, provisioning, repair & maintenance or billing requests. Pre-order, order, provisioning and billing requests are handled by the carrier centers. The Repair Call Handling Center (RCHC) and the Access Management Control Center (AMSC) handle requests for repair & maintenance.

5.3.2.1 Pre-Ordering and Ordering

CLECs may use electronic interfaces such as IMA or EXACT to support their preorder, order and provisioning activities or they may elect to transmit their requests via

- 1 facsimile. There are three types of carrier centers. They are the Interconnect Service
- 2 Centers (ISCs), the Service Delivery Centers (SDCs) and the Billing & Collection
- 3 Centers (B&Cs). There are five ISCs, located in Chevenne, Dallas, Denver, Duluth, and
- 4 Phoenix. There are three SDCs, in Des Moines, Minneapolis, and Salt Lake City and
- 5 two B&C Centers are located in Des Moines and Salt Lake City.
- The ISCs handle LSR requests for interconnect resale services, number
- 7 portability, unbundled loops, and line-side unbundled network elements. In these
- 8 centers, there are 199 Service Order Administrators (SOA), 115 Order Specialists, 25
- 9 Service Order Coordinators, and 36 management personnel whose functions include
- 10 logging, screening, typing and tracking of LSRs, and, when necessary, correcting
- 11 errors, and managing jeopardies.
- 12 The SDCs handle LSRs for designed services and ASRs. There are 93 Service
- Delivery Coordinators (SDC), 4 Data Specialists (DS), and 9 management personnel.
- 14 Their functions include logging, screening, typing and tracking of LSRs and ASRs, and,
- when necessary, correcting errors, and managing jeopardies.
- The B&C centers handle billing and collection functions. There are 55 SDCs and
- 17 5 management personnel who provide bills to CLECs, answer billing and collection-
- 18 related questions, and resolve disputes.
- 19 U S WEST has met current demand. In fact, in 1998, U S WEST processed
- 20 154,279 LSRs within its 14-state region. These are broken down into the following
- 21 categories.

	IMA/EXACT Number	IMA/EXACT %	Manual Number	Manual %	Total Number
LSRs (14 states)	59,374	38.5%	94,905	61.5%	154,279
LSRs (Arizona)	10,201	31.9%	21,766	68.1%	31,967
ASRs (14 states)	2,134	100%	N/A	N/A	2,134 ³⁷
ASRs (Arizona)	12,415	100%	N/A	N/A	12,415

2 Both in Arizona and across the 14-state region, U S WEST witnessed increased

3 transaction volumes through 1998 and was able to accommodate the increase in

4 demand.

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5.3.2.2 Repair

The repair centers operate seven days per week, twenty-four hours per day.

These centers answer incoming CLEC calls, create repair tickets, provide ticket status,
and isolate/resolve trouble. The RCHCs support simple business and residence, while
the AMSCs support complex resale POTS, resale designed services, UNEs, number
portability, and LIS trunking. The principal RCHCs that handle carrier calls are located
in St. Paul, Phoenix, and Colorado Springs, with backup centers located in Des Moines

and Salt Lake City. The AMSC Repair Center is located in Denver and employs

13 approximately 45 Repair Service Attendants (RSA).

ASR counts are for the final six-month count of 1998. Also, ASR counts include orders that were submitted electronically or manually.

- 1 U S WEST handled 127,762 repair calls and 89,044 repair tickets from CLECs in
- 2 1998 throughout its 14-state region. A detailed breakdown is contained in the table
- 3 below.

Number of Contacts	January	December	Total Number
Repair Calls	8,633	12,269	127,762
Repair Tickets	4,645	9,997	89,044

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U S WEST adequately handled the volume of repair calls even though the monthly volume increased by approximately one-third. In the same time period, U S WEST also adequately handled the volume of repair tickets even though the monthly volume more than doubled. These increases are to be expected because the

9 volumes of LSRs also increased during this same time period.

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5.3.2.3 Conclusion

U S WEST has developed processes to monitor existing OSS utilization (current demand), forecast future utilization based on the monitoring and make adjustments to meet approaching thresholds (future demand).

Similarly, the carrier and repair centers have successfully processed the current volumes of LSRs, ASRs and repair tickets (current demand) and are adequately staffed to meet foreseeable volumes (future demand). U S WEST has processes and procedures in place to monitor center usage and increase resources as needed.

U S WEST has Adequately Assisted the CLECs to Use All OSS Functions

6. Assistance to Competing Carriers

U S WEST assists CLECs to implement and use all of the OSS functions available to them. U S WEST provides support to CLECs in numerous ways, including: assigning key support personnel to each CLEC, offering training classes, supplying system documentation, and maintaining help desks and call centers.

The first part of this section will outline the process U S WEST has established for interfacing with a CLEC. Next, the information U S WEST provides to the CLECs to help them implement and use the OSS functions available will be addressed. Finally, there is a discussion on the support that U S WEST provides to CLECs as they conduct their business with U S WEST.

6.1 Process to Interface with a CLEC

U S WEST has developed and published an Interconnect and Resale Resource Guide (IRRG) for CLECs on the World Wide Web (See Exhibit DWB-030.) The IRRG contains general information about doing business with U S WEST, including business procedures, contacts, pre-ordering or set-up activities, resale product descriptions, unbundled network elements (UNEs), and standard installation intervals for the various products, as well as training schedules and worksheets to aid in preparing CLEC interfaces.

The IRRG also includes a contact number for a CLEC to initially contact

2 U S WEST. Once the CLEC makes an initial call to U S WEST, a U S WEST Account

Executive is assigned to the CLEC. The Account Executive will answer questions and

guide the CLEC through the necessary U S WEST processes for doing business with

5 USWEST.

approved contract for another CLEC.

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Initially, a U S WEST contract negotiation team may work with the CLEC to
obtain a mutually agreeable contract under which U S WEST and the CLEC can begin
doing business. Alternatively, the CLEC can opt into the SGAT or a previously

Once the State Public Utility Commission approves a new contract, the contract negotiation team officially hands off the CLEC and its approved contract to the CLEC's Account Executive. The Account Executive continues to be the primary source of contact with U S WEST. In addition, an LSP Implementation and Deployment (LSP I & D) Manager will be assigned to the CLEC.

Next, a questionnaire must be completed by the CLEC for each state in which the CLEC is certified to do business. In this document, the CLEC provides technical information necessary for U S WEST to set-up the various interfaces and gateways for business communications between the CLEC and U S WEST. The LSP I & D Manager will assist the CLEC and its Account Executive in completing the systems portions of the questionnaire by explaining processes, options, and technical requirements. A copy of the current questionnaire is included as Exhibit DWB-029.

1 The LSP I & D Manager will also oversee the internal U S WEST mechanized 2 change request (MCR) and table updates to the appropriate OSSs, which must be 3 completed before the CLEC can begin doing business with U S WEST. This manager 4 coordinates the creation and testing of the appropriate summary billing accounts. 5 completion reports, loss reports, daily usage reports, billing formats, and other 6 necessary communications by internal U S WEST teams. When all the needed 7 U S WEST-to-CLEC interfaces are operational, the LSP I & D Manager oversees the 8 initial production orders to provide solutions for any remaining concerns or problems. 9 Once the CLEC is in a stable production mode, this manager will officially hand off the 10 CLEC to the LSP/CLEC Help Desk for continuing production support. See Exhibit 11 DWB-31 for the documented procedures for "Production Readiness Verification", a 12 process for testing electronic interfaces to ensure a CLEC is ready for production. 13 When a CLEC chooses to use the IMA GUI electronic interface, the U S WEST 14 Account Executive or the LSP I & D Manager contacts the IMA Deployment and 15 Training Team (IMA D&T). The IMA D&T team then assists the CLEC with IMA specific 16 questions, concerns, and training. This team also contacts the CLEC when the IMA 17 software is improved and periodically re-released. 18 When a CLEC chooses to use the EDI electronic interface, the U S WEST 19 Account Executive or the LSP I & D Manager contacts the U S WEST EDI Coordinator. 20 This coordinator will work with the CLEC and help manage the process of EDI testing 21 and implementation for the CLEC. The IMA D&T team also notifies CLECs using EDI

when the software is improved and periodically re-released.

1 The CLEC's Account Executive continues to act as the primary contact for the

- 2 CLEC with U S WEST. Routine, on-going production support is provided by the
- 3 LSP/CLEC Help Desk, the Unified Help Desk (UHD), 38 the appropriate ISC Help Desks,
- 4 and the Repair Service Centers.

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6.2 Assistance in Implementing OSS Functions

U S WEST provides the information and assistance necessary for CLECs to implement OSS functions in the following manner. U S WEST has added a Wholesale Systems Regulatory Support Group comprised of individuals dedicated to supporting wholesale processes. As stated previously, the LSP I & D Manager, the IMA D&T, and the Account Executive provide support from the initial set-up and deployment through production support and training.

In addition to providing information to the CLECs, U S WEST uses the information provided by the CLEC to aid in ensuring that the CLEC's deployment will be smooth. For example, the information provided by the CLEC in the New Customer Questionnaire is used to define system requirements and capacity needed to support the CLEC's specific activity, to establish input and output requirements, to identify client hours and holidays, and to set up the data transfers between U S WEST and the CLEC.

For information on most resale products, the Account Executive and/or the LSP I & D Manager refer CLEC personnel to the appropriate industry standard bodies (e.g. ATIS, OBF). In addition, the LSP I & D Manager provides U S WEST interface

The Unified Help Desk provides after-hours support to CLECs for questions normally handled by the LSP/CLEC Help Desk.

- 1 information on an as-needed basis. During the questionnaire completion process, the
- 2 LSP I & D Manager and the Account Executive coordinate meetings between various
- 3 U S WEST and CLEC technical representatives to facilitate communication of formats,
- 4 protocols, and other technical discussions. Often, technical tests are performed to
- 5 verify the proper connectivity and the accurate transmission of data between U S WEST
- 6 and a CLEC. U S WEST is committed to solving problems jointly with CLECs, and to
- 7 getting the appropriate systems and software deployed for the CLECs. The following
- 8 table depicts the types of information provided to CLECs and the source of that data.

Applicable Standard/Guideline or Other Documentation	Source
Ordering & Billing Forum's (OBF) standards/guidelines for: Interconnect Resale Access (long distance)	Alliance for Telecommunications Industry Solutions (ATIS) See http://www.atis.org/
Data documenting where U S WEST differs from the OBF standards/guidelines	Interconnect and Resale Resource Guide (IRRG) See Exhibit DWB-030.
 Documentation about: EDI End-user documentation for IMA IMA release notes Street Address Guide Area (SAGA) data Facility Availability Matrix (FAM) data 	LSP Information Website (available on IMA main menu). See Exhibit DWB-032, LSP Information Website.

Applicable Standard/Guideline or Other Documentation	Source
Expanded Message Record / Exchange Message Interface (EMR/EMI)	ATIS
 U S WEST-specific connectivity data Daily loss reports on usage Lost customers Completed orders for resale, unbundled loop, and unbundled switch products 	LSP Implementation and Deployment Manager
Documentation for EB-TA	American National Standards Institute (ANSI): Standard T1.227/228, Trouble Administration http://www.ansi.org Account Executive
Documentation for EXACT	Bellcore

- 1 U S WEST is open to helping CLECs participate in national standards
- 2 committees and advocates the use of national standards by CLECs. U S WEST
- 3 supports CLECs in submitting issues to the standards committees and also helps to
- 4 sponsor debate on issues that CLECs have submitted.
- 5 U S WEST informs the CLECs of the changes and expected date of
- 6 implementation for each IMA and EDI release through the use of release notes. (See
- 7 Exhibits DWB-33 through DWB-68 for past IMA Release Notes, and Exhibit DWB-069
- 8 for a list of the IMA releases). These release notes are not intended to be a
- 9 replacement for training or user guides, but are informational in nature. Also, for each

1 IMA release, the IMA Deployment and Training Team provides up-to-date training for

2 the updated functionality.

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3 U S WEST provides access to the internal LSP Information Website to those 4 CLECs that choose to use the IMA GUI (see Exhibit DWB-032, LSP Information 5 Website). This Website contains a number of system documents online for both the 6 IMA GUI and the EDI interface. In addition, U S WEST also provides the IMA Users' 7 Guide, the IMA System Administrator's Guide, and the IMA Repair Guide to those 8 CLECs using IMA. The IMA Users' Guide provides information to assist CLECs when 9 using IMA to order services for their customers. It also contains a chapter that 10 discusses security, system requirements on the CLEC side, and instructions for dialing 11 in and logging on to the IMA GUI. The IMA System Administrator's Guide provides 12 information about system administration tasks, such as maintaining user lists and billing 13 account number lists. The IMA Repair Guide provides information about how to report 14 trouble.

For CLECs using EDI, U S WEST provides the IMA EDI Implementation Guide, the IMA EDI Disclosure Document, and Appendix A of the EDI Disclosure Document. The IMA EDI Implementation Guide includes a comparison of EDI and the IMA GUI. CLECs can refer to this guide to determine if they want to explore using an EDI electronic interface. The IMA EDI Disclosure Document describes the interface requirements for the exchange of pre-ordering and ordering transactions using EDI. This document (see table of contents in Exhibit DWB-070, EDI Disclosure Contents) provides extensive information, including the information needed to set up the

1 translation processes and guide data mapping and to define transport and OSS

2 interfaces and end-to-end testing parameters. Appendix A lists the EDI Data

Dictionaries for the EDI Disclosure Document.

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In addition to accessing these documents for EDI, a CLEC must participate in detailed negotiations and develop a close working relationship with U S WEST for the duration of implementation and testing of the EDI electronic interface. To facilitate this relationship, the two companies will develop a Joint Implementation Agreement (JIA), which will cover all needed details and information for implementation. U S WEST and MCI are currently joint-testing MCI's interface to EB-TA.

U S WEST also provides CLECs with instructions on how to download the FAM (Feature Availability Matrix) and the SAGA (Street Address Guide Area) data. In addition, U S WEST provides interface specifications and documentation for the other electronic interfaces U S WEST offers to the CLECs, i.e., EB-TA, EXACT, usage records, and loss and completion reports.

15 EB-TA is based on the American National Standards Institute (ANSI) Standard 16 T1.227/228, Trouble Administration. This standard can be obtained from ANSI directly 17 on the World Wide Web at the following address http://www.ansi.org. Bellcore will 18 provide the following documents for EXACT: EXACT User Manual (BR 252-575-301), 19 EXACT On-line Message Directory (BR 252-575-260), and EXACT Format Field 20 Directory (BR 252-575-790). The LSP Implementation and Deployment Manager 21 provides specifications on usage reports and loss and completion reports to CLECs 22 during the Production Readiness Verification process.

6.3 Disclosure of Internal Business Rules for OSS Functions

U S WEST provides internal business rules for products, including USOCs

(Universal Service Order Code) and FIDs (Field Identifier), to help CLECs place orders

and have them efficiently processed by U S WEST's systems.

There are several ways that U S WEST provides the necessary information to CLECs. If the business rules are product-specific, they are provided in U S WEST's business training. U S WEST also allows CLECs access to a product database that contains business information related to products. In addition, U S WEST provides USOC information based on an NPA/NXX in the service availability query pre-ordering and ordering transactions in IMA.

The Interconnection Training Team offers training classes on interconnection, unbundled network elements, resale products, and business processes to CLECs, U S WEST Account Executives, and other internal staff. This team develops, maintains, and distributes training materials and other pertinent information. The IRRG, available on the World Wide Web (See Exhibit DWB-030), contains product training schedules (Exhibit DWB-071) and course topics (Exhibit DWB-072). Because the business classes are product based, U S WEST provides USOCs and FIDs for specific products as part of the training. Also, documents from a Product Database (discussed below) are reviewed in the training, and CLECs are encouraged to use the Product Database as a product reference.

1 During 1997, business-training sessions were held for 102 CLEC employees in 2 45 training sessions. In 1998, training sessions were held for about 327 CLEC 3 employees in 73 training sessions. So far in 1999, training sessions have been held for 4 about 45 CLEC employees in 19 training sessions. The classes and numbers of 5 individuals in attendance are listed in Exhibit DWB-073, Business Training Attendance. 6 For interested CLECs, U S WEST also provides a Product Database that can be 7 downloaded. This database contains business information and process rules, including 8 USOCs and FIDs. As new documents are created, they are added to this collection of 9 product information and made available to CLECs. After downloading the database, 10 CLECs can search it using their own search engines. See Exhibit DWB-074, Product 11 Database Index File as of 02-02-99, for a listing of the files currently available to CLECs 12 in this database. In addition, IMA GUI and EDI have a USOC table that CLECs can 13 access through the service availability query when ordering products. Finally, if needed, 14 U S WEST also provides access to tariff information through an online directory. See 15 Exhibit DWB-075, U S WEST Tariff Directory. 16 6.4 Assistance in Using OSS Functions

Along with the items discussed above, U S WEST also helps CLECs properly use OSS functions available to them. To help CLECs submit valid electronic requests, U S WEST provides support by offering training, holding forums and conferences, making help desks available, assigning I& D Team managers, and supplying information via the IRRG and IMA Co-provider Website.

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As mentioned above, the Interconnection Training Team delivers periodic training sessions on interconnection, unbundled network elements, and resale products and processes. Also, the IMA D&T provides IMA training for the CLECs. This team coordinates IMA training with the Interconnection Training Team schedule. As with business training, a current schedule of IMA classes is available in the IRRG. See Exhibit DWB-076, IMA Training Schedule.

U S WEST delivers IMA training to CLEC trainers, CLEC business methods and procedures writers, and other CLEC personnel, as appropriate. Because U S WEST anticipated increased requests for IMA training during 1999, the IMA D&T team is planning sessions in Denver, as well as at other U S WEST regional centers outside of Colorado. Reasonable requests for on-site training at CLEC cities and offices are accommodated when time and staff are available.

During 1997, U S WEST IT delivered 44 IMA training sessions to 83 CLECs.

This training was given to 329 people, of which 140 were from CLECs. Others receiving IMA training included U S WEST staff, regulatory personnel, and congressional delegations. In 1998, U S WEST IT delivered IMA training to 203 people, 147 of which were CLEC employees. So far, in 1999 U S WEST IT has given IMA training to 67, 31 of which were CLEC employees. See Exhibit DWB-077, IMA Training Attendance, for IMA training attendance figures.

Additionally, in October of 1998, U S WEST held an IMA User Group forum. This forum was held from October 27th to the 29th and covered topics related to the IMA GUI and EDI. Several people from U S WEST's wholesale division participated in the

1 Forum's training sessions, question and answer sessions, and CLEC feedback

2 sessions. See the "News" section of Exhibit DWB-032, LSP Information Website, for a

3 more detailed report of the event.

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As discussed above, U S WEST also furnishes IMA and EDI related manuals and materials to the CLECs. A technical writing team continually revises and improves the IMA-related documentation. User manuals, specification documents, and release notes are available on the U S WEST IMA Co-Provider Website. The IRRG also contains product information as well as product forms used by U S WEST.

In order to support CLECs in their business operations, U S WEST maintains several help desks and call centers. The U S WEST Unified Help Desk has created a special LSP/CLEC Help Desk to assist CLECs with IMA and other OSS production support questions. The System Administrators (SYADs) who maintain and monitor the IMA production hardware and software systems also support the LSP/CLEC Help Desk. The ISC has a call center to assist CLECs with order-specific questions. The repair centers handle trouble reporting and status questions from CLECs. The contact numbers for each of these help desks and call centers are listed in either the IRRG or in IMA. See exhibit DWB-030, IRRG, or exhibit DWB-078, IMA pop-up window.

6.5 Summary of Assistance to Competing Carriers

In summary, U S WEST has established a group within its Information

Technologies organization dedicated to supporting wholesale processes. U S WEST has created six primary points of contact to assist a CLEC. Two groups (the LSP

- 1 Implementation and Deployment Team and the IMA Deployment and Training Team)
- 2 focus on helping the CLEC get implemented and deployed. The other four contacts (the
- 3 Account Executive, the CLEC/LSP Help Desk, the ISC Call Center, and the Repair
- 4 Centers) continue ongoing support of the CLEC in a production mode. U S WEST also
- 5 provides additional training and system user guides and manuals to CLECs to help
- 6 them continue using the available OSS functions.

7 THE OSS FUNCTIONS THAT U S WEST HAS DEPLOYED ARE OPERATIONALLY READY, AS A

8 PRACTICAL MATTER

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7. Operational Readiness

As evidence that OSSs are operationally ready, the FCC states that in addition to actual commercial usage "[c]arrier-to-carrier testing, independent third-party testing, and internal testing also can provide valuable evidence pertaining to operational readiness." U S WEST has processed commercial usage and has conducted extensive internal and external tests to demonstrate the operational readiness of its OSSs and electronic interfaces.

7.1 Commercial Usage

One method of determining whether U S WEST's OSSs are operationally ready is actual commercial usage. Usage statistics show the actual demand handled by U S WEST and show how this demand has changed over time. They also demonstrate

³⁹ FCC Ameritech Order, ¶ 138.

1 that U S WEST has handled increases in demand and will be able to handle reasonably

foreseeable demand in the future.

implementation⁴⁰.

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3 Several of U S WEST's interfaces currently have commercial usage. IMA has 4 been used for more than two years now and has met CLECs' actual demand. Likewise. 5 the batch billing interfaces have been operational during this same time frame and are 6 also meeting current demand. Both are sized to meet foreseeable demand. 7 Additionally, the EXACT interface has been in operation since Divestiture (1984) and 8 has been meeting actual demand since that time. EDI has been in production since 9 December 1997, and EB-TA has been in production since April 1998. Both EDI and 10 EB-TA are currently in process of carrier-to-carrier testing for CLEC interface

Exhibit DWB-079, Arizona Local Service Provider (LSP) Inputs and Outputs, provides a measure of the level of CLEC activity both in Arizona and in all 14-states of the U S WEST region. For each CLEC, it lists the number of LSRs submitted through each interface type, the number of repair tickets submitted to U S WEST, and the method of delivery chosen by each CLEC for billing outputs. A count of the pre-ordering activity totaled for all 14 U S WEST states is also included. Exhibit DWB-080, EXACT ASR Count by CLEC, lists the number of CLEC ASRs submitted in Arizona through EXACT. It also shows the total ASR activity in all 14 states for the CLECs who submitted ASRs in Arizona. These two exhibits show that 43 CLECs have had some level of order activity with U S WEST.

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1 Exhibits DWB-081, DWB-082, and DWB-083 show how CLEC activity increased 2 during 1998. For each of these increases, U S WEST has met the change in demand. 3 DWB-081, IMA and Fax LSR count by month, shows that CLECs are faxing less and 4 less and using IMA more and more. The total number of monthly LSRs submitted in 5 1998 increased from 7,389 to 19,589. This represents a 165% increase. DWB-082, 6 EXACT ASR count by month, provides the same picture for ASRs submitted via 7 EXACT. The number of ASRs that CLECs submitted increased from 1,758 in July to 8 2,634 in December which constitutes a 50% increase. DWB-083, Total Repair count vs. 9 IMA Repair count by month, gives a picture of the total repair tickets created vs. the 10 repair tickets created via IMA. During 1998, total monthly repair tickets submitted by 11 CLECs increased from 4,645 to 9,997, 115% increase.

U S WEST Public Services is using IMA as its primary trouble reporting process.

Exhibit DWB-084, IMA Repair count for U S WEST Public Services by month, discloses

U S WEST's level of IMA usage.

The above statistics and measurements demonstrate that U S WEST OSS interfaces are meeting current demand, have handled increases in demand, and can meet a reasonably foreseeable demand in the future.

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McLeodUSA Telecommunications is currently implementing and testing the EDI interface with U S WEST for Centrex ordering. McImetro Access Transmission Services is currently implementing and testing the EB-TA interface with U S WEST. Inc.

7.2 Testing

2 7.2.1 Introduction

U S WEST performs several types of testing to ensure wholesale products can be successfully pre-ordered, ordered, provisioned, maintained/repaired, and billed.

Each software development group has independent, but similar, testing methods, procedures, processes, and testing teams to ensure the operational quality of electronic interfaces and OSSs. Testing may be both external and internal. External tests include carrier-to-carrier and third party testing. Internal tests include System and Business Integration Testing (BIT). These test types are defined in the following sections. Each test type section includes a reference to exhibits of test documentation and test results. An explanation of how to read the test exhibits is found in Exhibit DWB-085.

7.2.1.1 Carrier-To-Carrier Test

U S WEST has participated in carrier-to-carrier testing to verify that the electronic interfaces meet functionality specifications. This type of testing includes, but is not limited to, ensuring that the communications protocol works properly, returning a CSR upon request and depositing an LSR into the FOM are consistently successful.

In this context of carrier-to-carrier testing, interoperability validates that the computer components between the CLECs and U S WEST can successfully communicate. This type of testing also allows the CLEC and U S WEST to identify problems that may require additional development work or correction. Tests are performed using test systems and test scenarios that have been mutually defined and

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documented. An example of a test scenario is making a request for order status. The test scenario would include the steps involved in making such a request and the specific customer/order data to be used.

Following the completion of interoperability testing, EDI certification testing is

performed. Certification testing consists of the controlled submission and execution of

EDI transactions that contain actual account information and ensure these transactions

can be transmitted in the production environment. Certification testing validates that the

CLEC can transmit EDI data that meets X.12 standards definitions and complies with all

U S WEST business rules. The results are used to assess the CLEC's ability to

successfully exchange EDI transactions in production.

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Carrier-to-carrier tests have demonstrated that the electronic interfaces are operationally ready. U S WEST completed testing of over 20 order scenarios with MCI in U S WEST's first release of EDI. U S WEST is now participating in EDI testing with McLeod. As of March 1999, there have been 12 order scenarios with a total of 510 EDI pre-order transactions successfully exchanged between U S WEST and McLeod.

Testing of ordering transactions is currently in progress. At this time, only McLeod is actively building an EDI interface with U S WEST. U S WEST has its interface ready for other CLECs whenever they choose to build their side of the interface. For EB-TA, U S WEST and MCI participated in 34 test cases and 15 business test case scenarios, and the results proved that EB-TA successfully processes repair information between them.

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Another type of carrier-to-carrier testing occurred when U S WEST participated in industry-defined LNP testing with other carriers in the region. Each test document includes the overall test result and statements from each of the participating carriers.

These tests were conducted with five service providers in the Phoenix metropolitan statistical area (MSA) and five service providers in the Tucson MSA. These tests demonstrated that telephone numbers could effectively be ported between service

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providers in a production environment.

See Exhibit DWB-086 through DWB-090 for examples reflecting carrier-to-carrier tests in which U S WEST participated.

7.2.1.2 Third Party Test

Third party testing is an evaluation by an independent party. The scope included electronic interfaces, OSSs, and/or processes. Hewlett-Packard conducted two third-party tests of the IMA GUI and proved that IMA can operationally support CLEC transactions for pre-ordering, ordering, and provisioning. These tests proved that IMA capacity is adequate to handle the largest transaction rate tested, namely 3,500 transactions per hour and that this rate could be sustained for an extended period of time. As mentioned in Section 7, these volumes are well above the actual usage volumes and any reasonable foreseeable increase in demand. Exhibits DWB-091 and DWB-092 set forth examples of the third-party tests in which U S WEST participated.

7.2.1.3 System Test

In system tests, U S WEST test personnel verify that a requirements-defined level of functional accuracy, system performance, and system stability have been met. System tests also incorporate regression testing and interoperability testing.

Regression tests repeat previously performed tests in order to verify that functionality continues to perform as expected. In this context, interoperability testing verifies that the system will operate in a production environment and will interact with other applications and systems without degradation to other systems. Interoperability tests take two or more computer components and execute transactions to ensure that they communicate properly.

U S WEST has performed a multitude of systems tests. In 1998, over 5,000 System Tests were successfully completed and show that the IMA/EDI electronic interfaces are operationally ready. Exhibits DWB-093 through DWB-099 set forth examples of system tests that have been performed on the IMA/EDI electronic interfaces developed by U S WEST.

7.2.1.4 Business Integration Test

U S WEST conducts business integration tests (BIT), on a product-by-product basis, to demonstrate overall end-to-end business functionality of OSSs, electronic interfaces, and procedures as well as any supporting documentation that support the order, provisioning and billing of wholesale products. BIT tests are conducted by IMA/EDI release. Test cases for U S WEST's central region were successfully

completed and demonstrate that the business functionality can operate in the
 production environment.

Tests were performed on several interconnection products. In fact, in 1998, 25 tests were performed on the following products; combination unbundled switch and unbundled loop, LIS trunking, unbundled switch, unbundled loop-point-of-presence (POI) only, customer service record management, and interim number portability. In Exhibits DWB-100 through DWB-110, examples of Business Integration Tests that have been performed on both products and electronic interfaces of U S WEST are provided.

7.3 Conclusion

The commercial usage statistics as detailed in Section 7.1, the tests described above, and the samples contained in Exhibits DWB-086 through DWB-110 demonstrate the operational readiness of U S WEST's OSS functions and interfaces. U S WEST's electronic interfaces are currently used by CLECs. U S WEST has completed an inordinate number of tests and continues to test its various systems. Because of this, the OSS functions deployed by U S WEST are functional, meet current demand, and can meet any reasonably foreseeable demand.

17 SUMMARY

U S WEST has developed a variety of interfaces and OSS capabilities that allow CLECs to purchase resale services, unbundled network elements, and interconnection products. U S WEST has built and offers two real-time electronic interfaces for pre-

- 1 ordering, ordering, and provisioning of resale and line-side UNEs: They are the IMA
- 2 GUI, a human-to-computer interface, and EDI, a computer-to-computer interface.
- To order interconnection (LIS trunks) and trunk-side UNEs, U S WEST offers
- 4 access through EXACT for those CLECs with computer-to-computer electronic
- 5 interfaces. For those CLECs that choose to use a human-to-computer electronic
- 6 interface, third-party products are available for purchase by vendors.
- 7 U S WEST also provides relevant billing data to CLECs so that they can
- 8 generate a bill to their end-user customers.
- 9 For repair capabilities, U S WEST also offers two types of electronic interfaces to
- 10 CLECs. They are the IMA GUI and EB-TA.
- In addition to electronic interfaces, U S WEST has engaged in extensive
- 12 development work to modify its existing downstream OSSs to support the pre-ordering,
- ordering, provisioning, repair, and billing functions for resale products, unbundled
- 14 network elements, and interconnection services.
- Also, U S WEST has ensured that it is providing sufficient access to its OSSs, by
- 16 sizing its systems and centers to handle current and future demand. U S WEST has
- 17 also developed processes to monitor utilization so that the need to increase capacity
- 18 can be proactive.
- 19 Furthermore, U S WEST assists CLECs on how to implement and use all the
- 20 OSS functions available to them. An organization has been established to assist

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- 1 CLECs to set up their systems interfaces and processes that support them. In this
- 2 effort, appropriate documentation and training are provided to CLECs.
- 3 As evidence that the OSS functions are operationally ready as a practical matter,
- 4 several CLECs in the state of Arizona are using U S WEST's interfaces. In addition to
- 5 this usage, U S WEST has demonstrated that it is operationally ready by performing
- 6 carrier-to-carrier testing, third-party testing, and internal testing that prove the necessary
- 7 functionality and capacity exists. In summary, U S WEST has deployed the necessary
- 8 <u>system and personnel</u> to provide sufficient access to its OSS, adequately assists
- 9 CLECs to use all of the OSS functions available to them, and has demonstrated that its
- 10 OSS functions are operationally ready as a practical matter. Therefore, the
- 11 Commission should find that U S WEST has made its OSS functions available to
- 12 CLECs on a nondiscriminatory basis.
- For a description of acronyms referenced in this affidavit, refer to Exhibit DWB-
- 14 111.

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN **CHAIRMAN** TONY WEST COMMISSIONER CARL J. KUNASEK COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996))) DOCKET NO. T-00000B-97-0238) AFFIDAVIT OF) DEAN W. BUHLER)
STATE OF COLORADO COUNTY OF DENVER)) : SS

Dean W. Buhler of lawful age being first duly sworn, deposes and states:

- My name is Dean W. Buhler. I am Regulatory Manager of USWEST 1. Communications in Denver, Colorado.
- I hereby swear and affirm that the statements and data contained in the attached 2. affidavit and exhibit(s) are true and correct to the best of my knowledge and belief.

SUBSCRIBED AND SWORN to before me this 15th day of , 1999.

My Commission Expires:

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM IRVIN
CHAIRMAN
TONY WEST
COMMISSIONER
CARL J. KUNASEK
COMMISSIONER

IN THE MATTER OF U S WEST COMMUNICATIONS, INC'S COMPLIANCE WITH § 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. T-00000B-97-0238

EXHIBITS OF

DEAN W. BUHLER

US WEST COMMUNICATIONS

MARCH 25, 1999

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BIT Tests – Combination UNE for Central	DWB-100
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Sample Order - Resale POTS New Connect

Step 1: The Competitive Local Exchange Carrier (CLEC) enters the order into Interconnect Mediated Access (IMA).

The CLEC representative points the browser to the IMA browser address and opens the initial screen:



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Sample Order - Resale POTS New Connect

Important or new IMA system information is presented in a pop-up window.

★ IMA Announcements - Netscape Welcome to the new "IMA pop-up window"

This will be used to communicate system availability, IMA release implementation updates & schedules, and other periodic NEWS for our customers.

If you have any questions about this, please contact the IMA Help Desk at 1-888-796-9102

Message Announcing IMA Repair Hours

Effective immediately IMA Maintenance and Repair routine downtime has been aligned with normally scheduled Maintenance and Repair Legacy system downtime. This will provide maximum availability for IMA Maintenance and Repair users. Please refer to the schedule below for system availability. All times listed are in Mountain Standard Time unless otherwise stated. IMA pre-order and order supported hours are not affected by this change.

IMA is currently available during normally scheduled hours. Please refer to the schedule below.

*IMA Maintenance and Repair Hours Monday - Saturday Sunday
2:15 - 23:15 2:15 - 22:00 7:00 - 23:15

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Sample Order - Resale POTS New Connect

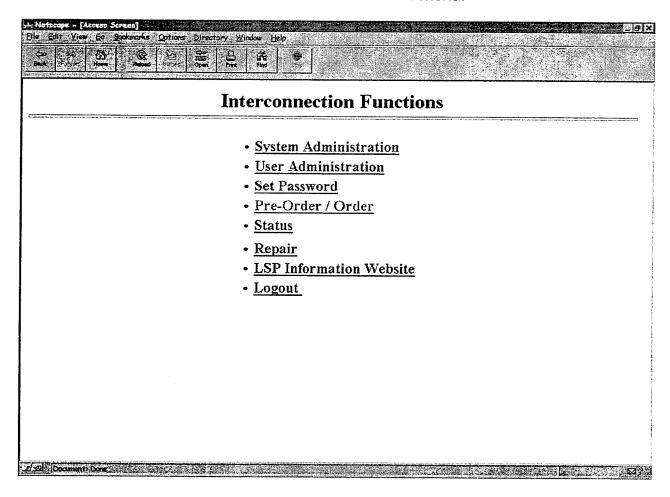
After pressing the start button on the IMA initial screen, the CLEC representative logs into IMA.

	onnect Login Screen]
	②
	T
	Interconnect Login Screen
Eı	nter your Corporate ID, Username, and Password and click 'Login'
	Corporate ID:
	Username: Password:
	Login Clear
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Sample Order - Resale POTS New Connect

The Pre-Order/Order function is selected on the main menu.



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Sample Order - Resale POTS New Connect

The IMA Pre-order / Order screen is displayed:



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Sample Order - Resale POTS New Connect

Address Validation Request screen. This screen is opened from the 'Pre-order' pull-down menu. For a new installation of POTS, the address validation is based on the address, not a telephone number.

Address Validation								ME LIDIX
WTN: [Listed Name:	Star Specifical Co	<u> </u>			J	
2		L				<u>, ž</u>	1	
Validated Addresses:								
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ROOM	Floor.		BLDG 💌		AHN:	Route:	Box	
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casa grande			10 (4) (4) (4) (5) (5) (5)	Search Control	phone :		Clear Pesati	Close

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Sample Order - Resale POTS New Connect

Address Validation Response screen. The address is validated.

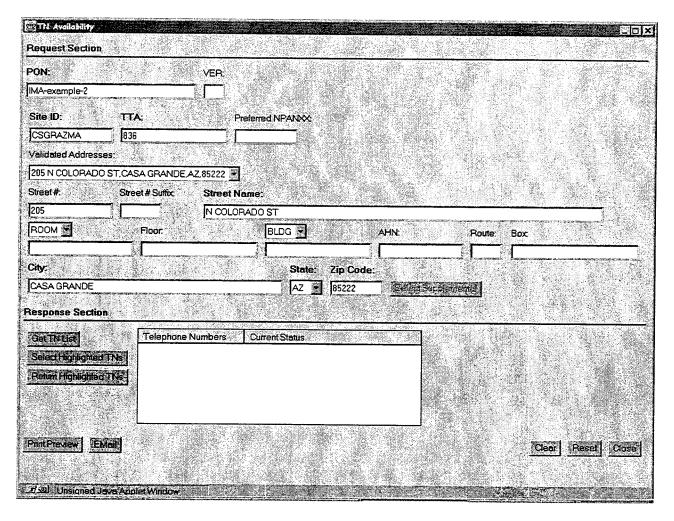
Address Validation Response			· · · · · · <u>E</u>
TN: Listed Name:			
	Market Mark Production of the Administration		
idated Addresses:			
5 N COLORADO ST,CASA GRANDE,AZ,85222			
eet#. Street#Suffix Street N	Name:		
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OM € Floor.	BLDG 🔣	AHN: Ro	oute: Box:
	State: Zip Code:		Account de la company de la co
SA GRANDE	AZ ₩ 85222	Selectionspiements	
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Sample Order - Resale POTS New Connect

Select Telephone Number (TN) screen. This screen is opened from the 'Pre-order' pull-down menu. A TN must be selected from the list of available TNs. This will become the end user's new telephone number.

TN Request Screen:



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Sample Order - Resale POTS New Connect

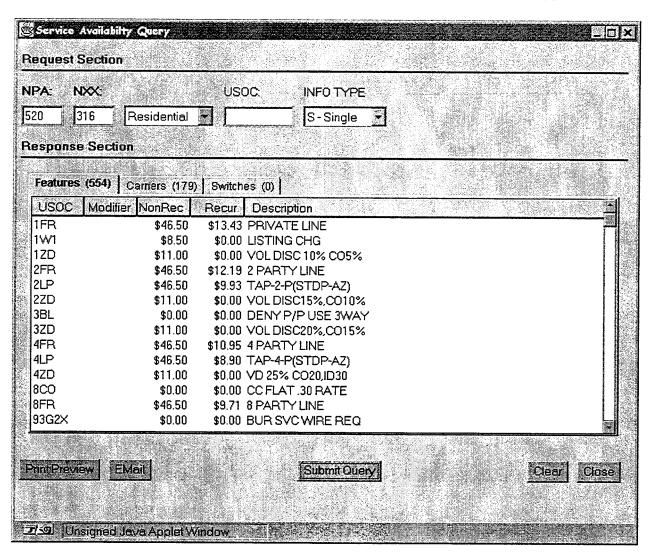
TN Response screen. A list of available telephone numbers is returned, and a telephone number is selected.

TN Availability					E □ B
Request Section					
PON:		VER:			
IMA-example-2	n n grangagarin na masa sa silatar	I			
Site ID:	TTA:	Preferred NPANXX			
CSGRAZMA	836				
Validated Addresses					
285 N COLURADO S	T.CASA GRANDE.AZ	85222 🕶		4.5	
Street#:	Street # Sulfic	Street Name:			
205	- produce and and a second	N COLORADO ST			COLUMN NAME OF THE PARTY OF THE
РООМ 🕙	Floor	BLDG ▼	AHN:	Route: Box:	
City:		State: Zij	p Code:		
CASA GRANDE		AZ 🛣 85	222 : Selegib u	pleneral	
Response Section			200		
GetTN List	Telephone Nu	Imbers Current Status			
Select Highlighted T	520-316-9488 520-316-9501	AVAILABLE	H		
	500 310 3501	AVAILABLE AVAILABLE			
Return Highlighted T	1520-316-9503	AVAILABLE			
	520-316-9504 520-316-9506	AVAILABLE			
	520-316-9508	AVAILABLE AVAILABLE			
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Sample Order - Resale POTS New Connect

Service Availability Query and Response screen. This screen is opened from the 'Pre-order' pull-down menu. The Service Availability Query informs the co-provider of which USOCs and which Carriers are available at the location selected.



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Sample Order - Resale POTS New Connect

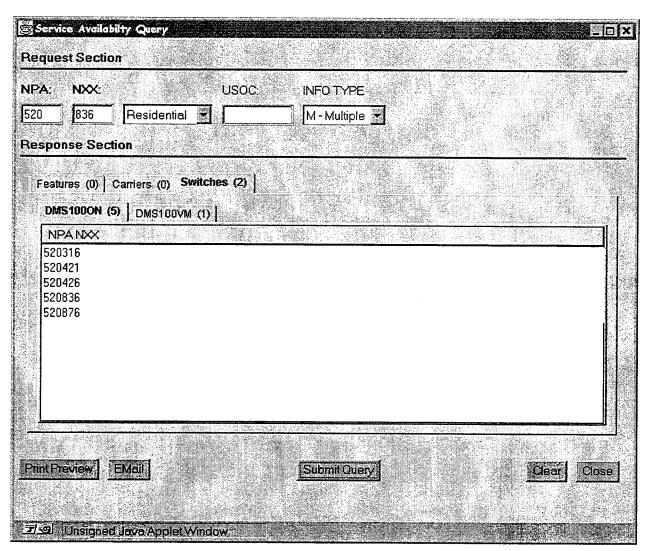
Service Availability Response screen: Carrier Listing tab.

Features (5	(54) Carriers (17 9	Switches (0)
Carrier ID	Service Offering	Camer Name
0009	Inter & Intra	EQUALNET CORPORATION
0026	Inter & Intra	TELSAVER OF NEW MEXICO
0048	Inter & Intra	ETSC
0056	Inter & Intra	QWEST COMMCTNS CORP
0063	Inter & Intra	COAST INTL TELECOM
0070	Inter & Intra	#USLONG DISTANCE
0071	Inter & Intra	ECLIPSE TELECOMM-IXC-LD
0085	Inter & Intra	WESTELINC
0088	Intra	MCI TELECOMMUNICATIONS
0096	Inter & Intra	CITIZENS TELECOM LD
0192	Inter & Intra	AMERINET INTRTNL INC
0200	Inter & Intra	US WATS, INC. REQ ONLY
0 210	Inter & Intra	NOS COMMUNICATIONS
0211	Inter & Intra	#FRONTIER

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Sample Order - Resale POTS New Connect

Service Availability Response screen. Also, if 'Multiple' is selected as the 'Info Type', the Service Availability query displays information regarding the switches at the Local Serving Office (LSO).



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Sample Order - Resale POTS New Connect

Facility Availability Query screen. This screen is opened from the 'Pre-order' pull-down menu. The POTS Facility Availability query provides information regarding whether POTS facilities are currently available at the end-user address.

umber of Lines Requested: 1	Local Servi	ice Office: 520836				
Address Request TN Request						
Validated Addresses.						
205 N COLORADO ST, CASA GRAND	EAZ 85202 💆					
Street#: Street# Suffic	Street Nan	[. 45:54] [. 10 - 11 - 12 - 12 - 12 - 12 - 12 - 12 -				
205	N COLORA	The second secon		en annum das de mon		
ROOM Floor:		BLDG 💌	AHN:	Route:	Box	
City:	edamente mentramente mentrati del Cita de Secrit	State: Zip Co	ne lenemanne de:		CONTRACTOR STATEMENT OF THE STATEMENT OF	Rosenius et a Tribute
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2 <u>4</u>						

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Sample Order - Resale POTS New Connect

Facility Availability Response screen.

Request Respo	onse [
POTS Section						
Number Of Work	ing Left-in Lines:	回。				
Number Of Lines	Requested:	<u> </u>				
Status Available	Dispatch Status Yes	Comments				BEAN TO SERVICE AND ASSESSMENT OF THE SERVICE ASSESS
	pported Products:	0				
Products Not Su	upported					
Pending Order	Section					
Jumber Of Pendi	ing Orders: 0	<u> </u>				
Pending Order 1	Type Order Number	Due Date	<i>a</i>			
		e grangere de de la companya de la c				
int Preview E	Mail		<u>I</u>	Submit Request		Clear
					4 7 1	

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Sample Order - Resale POTS New Connect

Order Information for Local Service Request (LSR) screen. The CLEC representative selects 'New LSR' from the 'Order' pull-down menu. The initial order screen is displayed.

After selecting the appropriate field items, the required LSR forms are listed on the screen. The required forms are filled out one at a time by selecting the form name, and clicking on the 'Edit Form' button.

SOrder In	formation for New LSR				Lox	
PON:	IMA-example-2		VER:			
REQTYP:	E - Resale (POTS, PBX	(, and ISDN)		B - Firm Orde		
Activity:	N - New Installation and	/or Account		3		
TOS:	2BF - Residence, Single-Line, Flat Rate					
BAN:	303-B11-9102-411		British and Francisco			
Form Nam	ie i i		Status	Required		
			Ready for Validation! Ready for Validation! Ready for Validation! Ready for Validation!	Yes Yes Yes Yes		
EditForm			Ce	arAll Forms		
PontPrevie	w EMail	Save	Submit	Clear FReset	Close	
সূত্র Uns	igned Java Applet Wind	OW .				

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Sample Order - Resale POTS New Connect

LSR Form screen. Contains general information for the order.

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nact Section Idy Teepe NO: 985-1908 PR: PROM/WAL STOR	TELNO: [303-896-4102- STREET: [1005 17th CITY: Denver TELNO:	EMAL Meepo@uswe	st.com P.CODE:	
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Sample Order - Resale POTS New Connect

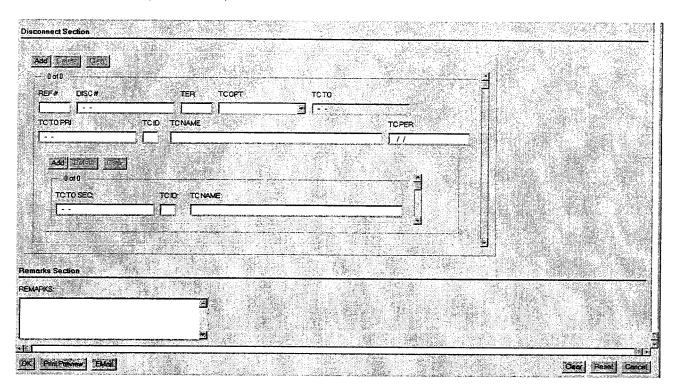
End User Information (EUI) form screen. Contains information about the end user.

End User Information	15-0000-14-58 -3 -15-2003					
Adminstrative Section						XX.
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IMA-example-2	0				Ċ	π
Location and Access Section						
Name:			ANV:			
Diane Vogel		Market Service Market Service	N - Address va	lidated 👻		
Volidated Addresses						
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ROOM Floor:	PDG 2	AHN: P	toute: Box:			
City:	State: Zip Code	:	APTCON:			
CASA GRANDE	AZ 🕶 85222	Select outplayments		—		
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Sample Order - Resale POTS New Connect

EUI Form screen (continued).



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Sample Order - Resale POTS New Connect

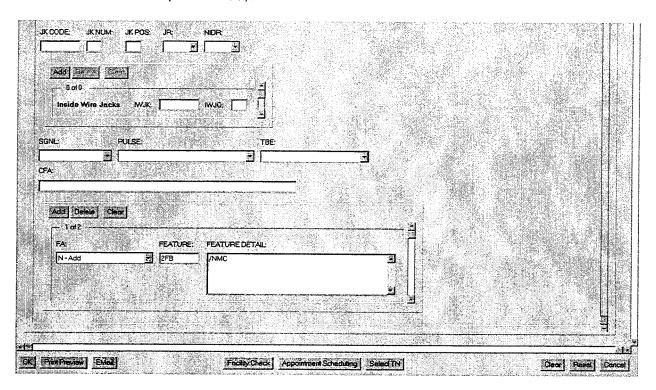
Resale Form screen. Contains service details for the order.

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Tof1 NEF NUM: LNA 10001 N - New SP:	SAN:	[520-316-9501	PTRTYP. PTRCON: MATIN SDE	11-11 PTU:	
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Tof1 NEF NUM: LNA DIDDI N-New SP- KR:	SAN:	S20-316-9501 PIC L T 123 F	PTRTYP. PTRCON: MATIN SDE	11-11 PTU:	
Tof1 REFNUM LINA 0001 N-New TSP	SAN:	S20-316-9501 PIC L T 123 F	PTKTYP. PTKCON: MATN SDE PIC TCOPT:	11-11 PTU: 	
Tof1 NEFNUM: LNA: DODD N-New SP CCCCT	SAN: FPI. TCTO PRIE	S20-316-9501 PIC L T 123 F	PTKTYP. PTKCON: MATN SDE PIC TCOPT:	Pflit TCPER	
NEF NUM: LNA: 0001 N - New SP CCCCT	SAN: FPI. TCTO PRIE	S20-316-9501 PIC L T 123 F	PTKTYP. PTKCON: MATN SDE PIC TCOPT:	Pflit TCPER	

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Sample Order - Resale POTS New Connect

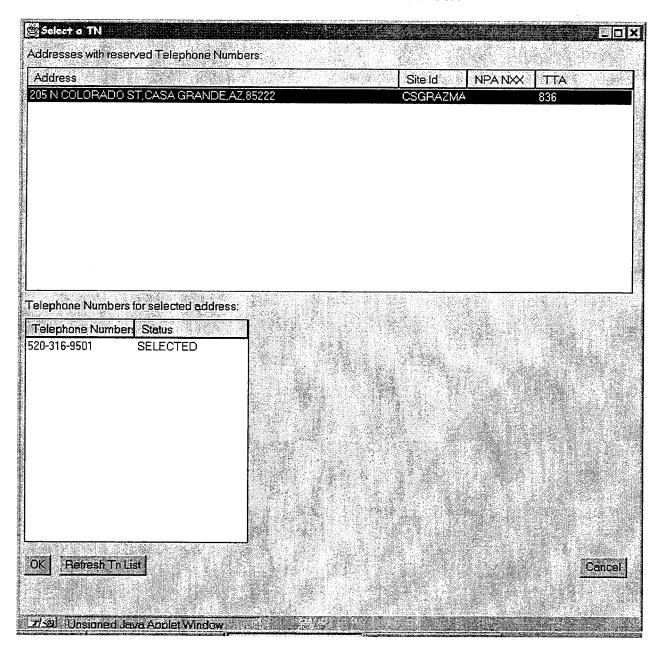
Resale Form screen (continued).



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Sample Order - Resale POTS New Connect

TN List Screen screen. The CLEC accesses this screen using the 'TN List' button on the 'resale' form. The screen displays a list of all TN numbers reserved in preorder and allows the user to select one to use on the order.



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Sample Order - Resale POTS New Connect

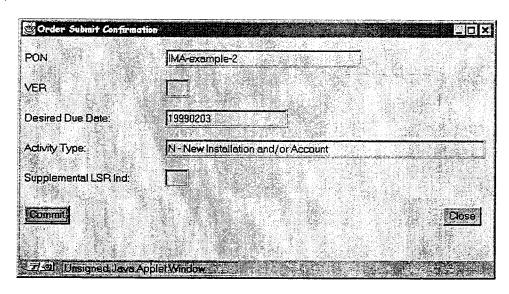
Directory Listing Form screen. Contains information about the requested directory listing.

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RECTORY LISTING L-Listing Control					
ACT: ALL RTY:		Life	STYC		
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Sample Order - Resale POTS New Connect

Order Submit Confirmation screen. After the required forms are filled out, the CLEC representative presses the 'Submit' button on the Order Information for (LSR) screen. The Order Submit Confirmation screen allows the CLEC user to confirm that they want to submit the order to U S WEST.



Order Confirmation screen. This screen confirms the submission of the order.

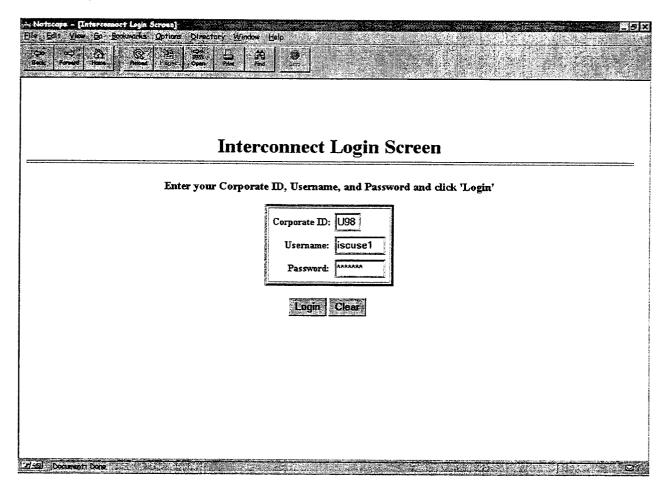
(Crden	· Confirmation	
PON	IMA-example-2 VER	
DDD:	19990203	
ACT	N - New Installation and/or Account	
SUP		
LSRID	5224	
Fin	m Order request has been successfully submitted	
Print Pr	eview EMail	Close
<u>ক্রি</u>	Unsigned Java Applet Window	

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Sample Order - Resale POTS New Connect

Step 2: A U S WEST representative in the Interconnect Service Center (ISC) accesses the CLEC LSR in the IMA Firm Order Manager (FOM) and creates a service order in the U S WEST OSS systems.

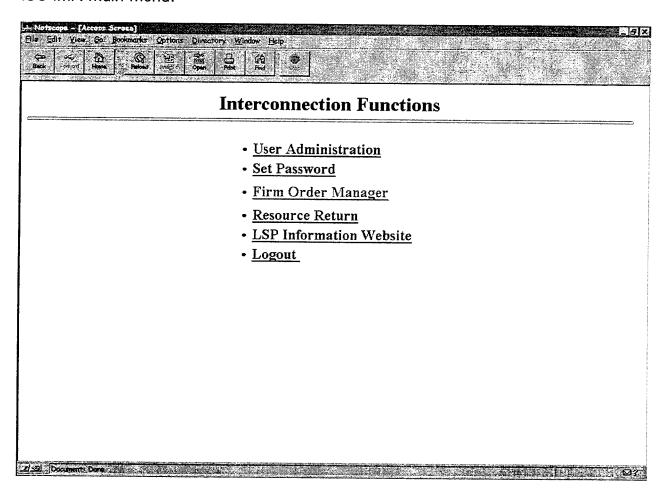
IMA Entry Screen.



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Sample Order - Resale POTS New Connect

ISC IMA main menu:



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Sample Order - Resale POTS New Connect

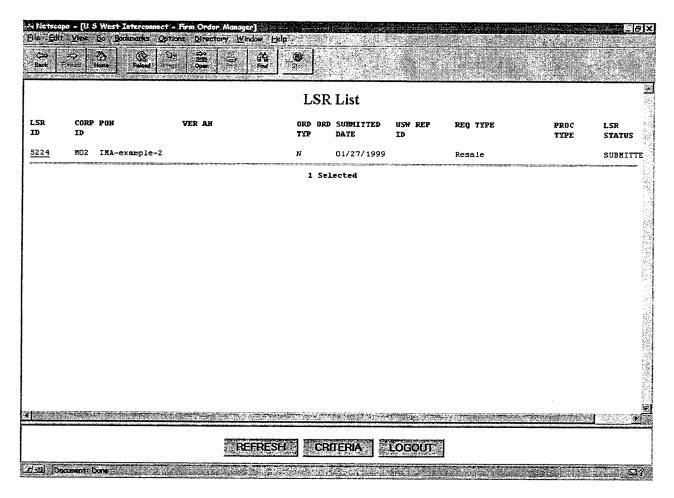
LSR Selection Screen. Allows an ISC representative to query for a set of LSRs.

バ Notscape - [U 日本 Edit Yes でなる ニン Seek Farror	S Wort Interconnect - Firm Order Manager] So Booknarks Options Directory Window Help D Blook Field Open Price Field				Electrical Control of the Control of
		n Order Mana Selection Crit			
	SVC CENTER	CORPID	LSR STATUS	STATE	
	All Centers USWA - Albuquerque MCBC - CENTREX Business Central MCBE - CENTREX Business East MCBW - CENTREX Business West MCRA - CENTREX Residential All USWC - Cheyenne CHEYEC - Cheyenne Error Correction USWCL - Complex Listing USWTX - Dallas	All CORP IDS E D1B 11A 88T 99U A01 A02 B01 C03 C16 2	All Statuses SUBMITTED IN_REVIEW ISSUED REJECTED ERRORED COMPLETED CANCELED JEOPARDY PENDING FLOW	All States Arizona Colorado Idaho Iowa Minnesota Montana Nebraska New Mexico North Dakota	
	The control and an additional control and an additional control and an additional control and an additional control and additional contro	LSR Date From: 12/29	/1998 _{To} 01/27/1999	3844	
		SR ID:			•
ÆSI Document	SUBMIT	RESET LC	GOUT		

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Sample Order - Resale POTS New Connect

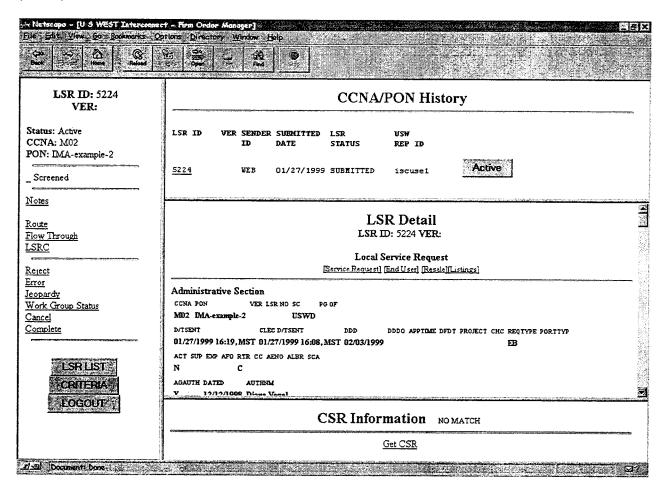
LSR List Screen. Displays the list generated based on the criteria entered on the LSR Selection Screen. The representative can view an LSR by clicking on the LSR ID number.



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Sample Order - Resale POTS New Connect

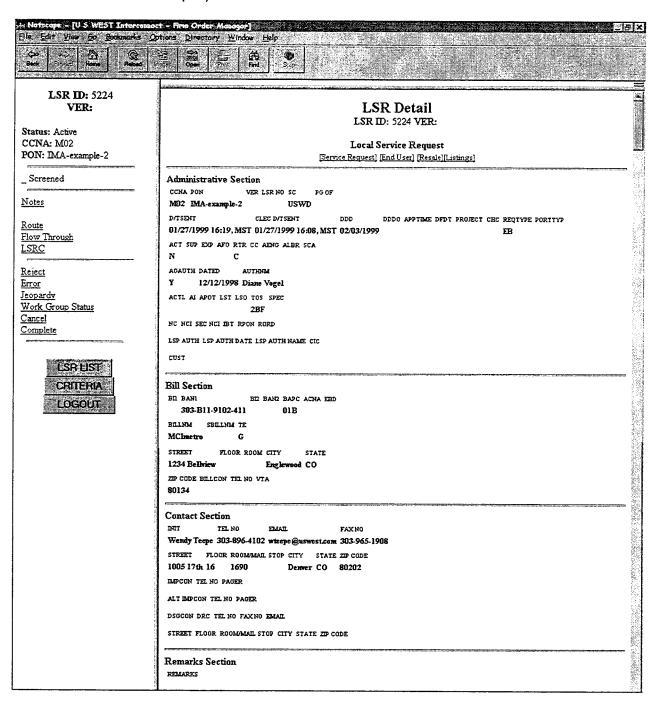
LSR View screen. This screen provides a view of the submitted LSR and additional information. The LSR detail shows LSR information as entered into IMA. The left-hand column displays links to other FOM screens. The CCNA/PON history shows a history of the LSR. The CSR information frame allows the ISC representative to pull up the CSR for the account.



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Sample Order - Resale POTS New Connect

LSR Detail Frame. Displays the submitted LSR.



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Sample Order - Resale POTS New Connect

LSR Detail Frame (continued).

	End User Information
LSR ID: 5224	Service Request] [End User] [Resale][Listings]
VER:	Administrative Section
	PON VER DOTY
Status: Active CCNA: M02	IMA-example-2 0
PON: IMA-example-2	
TOTAL INTER-CAMINDE-2	Location and Access
_Screened	NAME
CONTRACTOR OF THE PROPERTY OF	Diane Vogel
<u>Notes</u>	ANV
	N
Route Flow Through	STREET
LSRC	205 N COLORADO ST
**************************************	FLOOR ROOM BLDG ANN ROUTE BOX CITY STATE ZIP CODE
Reject	CASA GRANDE AZ 85222
Error	LCON TEL NO APT CON
Jeopardy 777	EUM ACC
Work Group Status Cancel	RATE ZONE
Complete	01

	CPE Section
LSRLIST	CPE MFR CPE MOD
CRITERIA	
	Inside Wire
LOGOUT	IWO IWBAN IWCON TEL NO
	Bill Section
	an ean fei belinm
	SBELINM STREET FLOOR ROOM
	205 N COLORADO ST
	CITY STATE ZIP CODE
	CASA GRANDE AZ 85222
	Billon telno ssn
100	
g.	Remarks Section
	REMARKS

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Sample Order - Resale POTS New Connect

LSR Detail Frame (continued).

LSR ID: 5224 VER:	Resale [Service Request] [End User] [Resale][Listings]
Status: Active CCNA: M02 PON: IMA-example-2	Administrative Section PON VER RSQTY ORD CB IMA-example-2 1
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Route Flow Through LSRC Erior Jeopardy	Service Details Section REF NUM RNEX LNA IN PIC LDIC 1 N 520-316-9501 123 MATN TER SDI OTN TSP SAN CKR ECCKT FPI IWJK IWJQ
Work Group Status Cancel Complete	SGNL PULSE TBE CFA SEC CFA FA FEATURE FEATURE DETAIL N 2FB /NMC N 9LM
LSRLIST - CRITERIA EOGOCT:	Remarks Section REMARKS

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Sample Order - Resale POTS New Connect

LSR Detail Frame (continued).

LSR ID: 5224 VER:

Status: Active CCNA: M02

PON: IMA-example-2

_Screened

Notes

1,000

Route Flow Through

<u>LSRC</u>

Reject Error

Jeopardy

Work Group Status Cancel

Complete



Directory Service Request

[Service Request] [End User] [Resale][Listings]

Administrative Section

CCNA PON VER DSR NO ATN SC1 PG OF

M02 IMA-example-2

USWD

D/TSENT EDD EDDO

01/27/1999 16:19, MST 02/03/1999 PROJECT REQTYP ACT DSUP DRIR AGAUTH AUTHDATE

EB N C Y 12/12/1998

AUTHMM TOS DRPON DLRORD LQTY DDQTY

Diane Vogel 2BF

Bill Section

DBAN1 DTE 303-B11-9102-411 G

DEILLNM DSTREET DFLOOR DROOM

MCImetro 1234 Beliview

DCITY DSTATE DZIP CODE

Englewood CO 80134

DBELLCON DTEL NO

Contact Section

DINIT DTEL NO DEMAIL DFAXNO

Wendy Teepe 303-896-4102 wieepe@uswest.com 303-965-1908

DSTREET DFLOOR DROOMMAL STOP

1005 17th 16 1690

DCITY DSTATE DZIP CODE
Demoer CO 80282

Advertising Section

Remarks Section

REMARKS

Service Address Section

Delivery Address Section

DREF NUM DDAPR DDANO DDASF DDASD

DDASN DDATH DDASS DDALO

DDALOC DDAST DDAZC DIRANW DIRNEWW

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Sample Order - Resale POTS New Connect

LSR Detail Frame (continued).

LSR ID: 5224 VER:	Directory Listings [Service Request] [End User] [Resale][Listings]	,
Status: Active CCNA: M02 PON: IMA-example-2	Administrative Section pon ver dsrno ath sc pg of IMA-example-2 USWD	3 3 3 4 5 5 7 7 8 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8
_ Screened	Listing Control Section LACT ALI RTY STYC TOA WPP DOI LTY TT N LML SL R 0 1	
Route Flow Through LSRC	Listing Instruction Section LIN NSIN OMIN LEX LNIN	***************************************
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Sample Order - Resale POTS New Connect

LSR Confirmation screen. After a service order has been entered into the U S WEST SOP, the ISC representative access the LSR Confirmation screen to add needed information to the Firm Order Confirmation (FOC) that is sent to the CLEC.

Notscape - [U.S West Infercement - Frus Order Manager] File Edit View Go Bookmarks Options Directory Window Help
Construction of the constr
Firm Order Manager LSR Confirmation LSR ID: 5224 Request Type: Resale
Administration Section CFLAG BAN1 303-B11-9102-411 DDD 02/03/1999
Line Information Section
AN REF TN ECCKT ISPID TER HID NUM 520-316-9501-999 1 520-316-9501
MORE
REMARKS
SUBMIT LSR RESET ORDERS

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Sample Order - Resale POTS New Connect

LSR Confirmation Review. This screen allows the ISC representative to review the LSR Confirmation before sending it to the CLEC.

사 Netscapo - [U.S. West Interconnect - Firm Order Managor]
File Edit View So Bookmarks Options Directory Window Help An A Book Base Base Base Base Base Base Base Base
Firm Order Manager LSR Confirmation Review
REP NAME US WEST Rep
REP TN 888-796-9087
EMAIL ID wteepe@uswest.com
FAX# 303-965-1908
LSRC Summary for LSR_ID: 5224
######## Administration Section ####################################
CCNA PON VER LSR-NO CFLAG HO2 IMA-example-2 N
INIT CD/TSENT
Wendy Teepe
IBT CN-TYP CHC DFDT DDD C 02/03/1999
BAN1 303-B11-9102-411
######## Line Information Section ####################################
REF-NUM IN AN 1 520-316-9501 520-316-9501-999
SAN HID RNEX ECCKT
MATN CKR ISPID
SDI CFA
SEC-CFA CFIN TER
ANNALUM ODDED STOTION FOR LINE DES NIN. A MANAGEMENT OF THE OTHER DESCRIPTION OF THE OTHER DESCR
######## ORDER SECTION FOR LINE REF NUM: 1 ###################################
1 N9999999 02/03/1999
######## REMARKS SECTION ####################################
REMARKS
E-MAIL FAX E-MAIL and FAX PREVIOUS LSR

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CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State:	Arizona
Docket:	T-00000B-97-0238
Description/Title of Information:	Sample Order Resale POTS New Connec

Confidential/Proprietary Designation Rationale:

These pages are screen prints from the internal service order processor. This information is considered proprietary because it denotes how U S WEST's internal systems are accessed and this information is not disclosed outside of U S WEST.

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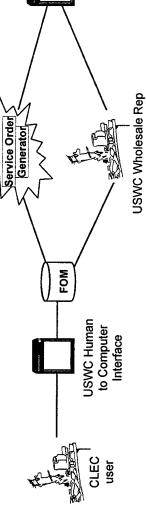
Types of Electronic Interfaces

USWC Rep

Direct Access

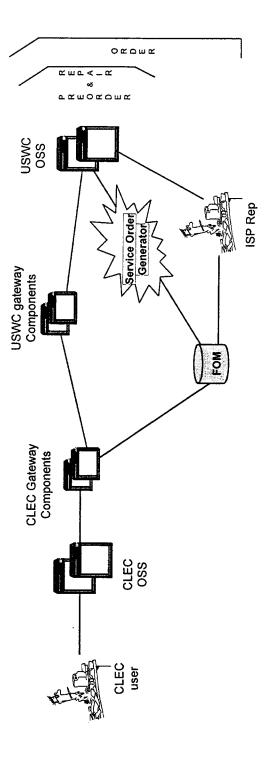
Mediated Access -

Human-to-Computer



USWC

Mediated Access – Computer-to-Computer



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Sample Order - Resale POTS Conversion As Is

Step 1: The Competitive Local Exchange Carrier (CLEC) enters the order into Interconnect Mediated Access (IMA).

The CLEC representative points the browser to the IMA browser address and opens the initial screen:



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Sample Order - Resale POTS Conversion As Is

Important or new IMA system information is presented in a pop-up window.

Welcome to the new "IMA pop-up window"

This will be used to communicate system availability, IMA release implementation updates & schedules, and other periodic NEWS for our customers.

If you have any questions about this, please contact the IMA Help Desk at 1-888-796-9102

Message Announcing IMA Repair Hours

Effective immediately IMA Maintenance and Repair routine downtime has been aligned with normally scheduled Maintenance and Repair Legacy system downtime. This will provide maximum availability for IMA Maintenance and Repair users. Please refer to the schedule below for system availability. All times listed are in Mountain Standard Time unless otherwise stated. IMA pre-order and order supported hours are not affected by this change.

IMA is currently available during normally scheduled hours. Please refer to the schedule below.

	Monday - Friday	Saturday	Sunday	
IMA Maintenance and Repair Hours	2:15 - 23:15	2:15 - 22:00	7:00 - 23:15	

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Sample Order - Resale POTS Conversion As Is

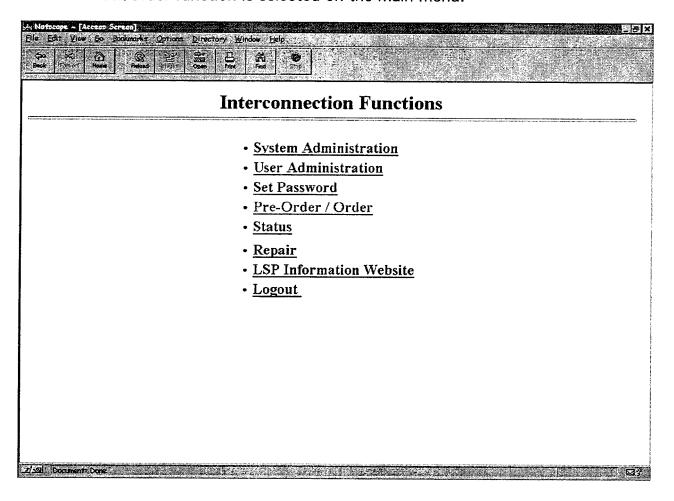
After pressing the start button on the IMA initial screen, the CLEC representative logs into IMA.

→ Netscape - [Interconnect Login Screen]
File Edit View Go Bookmarks Options Directory Window Help
CA SS Home Reload Trages Open Print Find Scop
Interconnect Login Screen
Enter your Corporate ID, Username, and Password and click 'Login'
Corporate ID:
Username:
Password:
Login Clear
☑/39 Document: Done

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Sample Order - Resale POTS Conversion As Is

The Pre-Order/Order function is selected on the main menu.



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Sample Order - Resale POTS Conversion As Is

The IMA Pre-order / Order screen is displayed:



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Sample Order - Resale POTS Conversion As Is

The Address Validation Request screen is opened from the 'Pre-order' pull-down menu.

Validated Addresses: Cleer out address fields Street # Street # Suffice Street Name: ROOM S Floor. BLDG AHN: Route: Box	Address Validation					· · · · · · · · · · · · · · · · · · ·
Validated Addresses: Clear out address fields Street # Suffix Street Name: ROOM	WTN: 520-836-2615	Listed Name:			- 1947 COMM	
Clear out address fields Street # Suffix Street Name: ROOM Floor BLDG AHN: Route: Box		<u> </u>				
Street# Street # Suffix Street Name: ROOM	Validated Addresses:					
ROOM BLDG AHN: Route: Box:	Clear out address fields					
	Street# Suffix	Street Name:				<u></u>
	BOOM FLOOR	. J	nc 🗷	41.16.1		
The state of the s	1.00		, <u>G</u> <u>aa</u>	MITIN,	- Houte: Box	
State: Zip Code:	City:	Exceptions of the control of the con	State: Zip Code:	Parameter and the control of the con	manustratura (m. 1919)	Commence of the second
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Velidatie Address	RESERVATIONS					
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Z/30 Unsigned base Applet Window						

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Sample Order - Resale POTS Conversion As Is

Address Validation Multiple Match Response screen. This screen is displayed when the phone number requested is listed at multiple addresses within PREMIS.

Multiple matches foun	nd. Selectione.								M_IDIX
WTN:	artelia de mantela de la companiona de l	Street Name N COLORADO W BARRUS PL MARIOUT AVE	ST	Room	Floor	Building BLDG GUES	City CASA GRANDE CASA GRANDE CASA GRANDE	State AZ AZ AZ AZ	Zip 85222 85222 85222 85222
Street # Flange:	Street#Suffic.	Street Name: N COLORADO Range	Particular contents of the second of the sec	Paragraphic Delice States	and the state that is a second of the second	Row	te: Box		
AHN Range: City: CASA GRANDE Descriptive:		AHN Renge	State:	Zip Code: 85222					
Listed Name: [NON-PUB] US\; WE, [Validate Again]									<u>Cancel</u>

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Sample Order - Resale POTS Conversion As Is

Address Validation Response screen. The address is validated.

WTN:	Listed Name:			ere i en	man recording to the second control of the s	
520-836-2615		······································				
	anno et controlini de la c	inganan minamaki sala sananggani sag	<u>2</u>			
Validated Addresses:						
205 N COLORADO ST	.CASA GRANDE,AZ,85222					
Street #:	Street # Suffix Street Nam	net d	•			
205	N COLOR	<u> </u>	·			
ROOM *	Floor	BLDG 📓	AL IAL			A Washington
TOUR SI	11007.		AHN:	Rout	e: Box	
	maresty the constrainment of the project of the community of the constrainment of the constra	mana di	nunganangunun nu B. Luzananganan Luzan	omendaniinus saanii kasaanii		wasa a manananan ang sa
Xity: CASA GRANDE		State:	Zip Code: 85222 Sele	⊒ Supolen emel.		
			103222	e copileitenes		
escriptive:						
			g andrew the transport of the second state of		Antar amount something	
Iternate Street						
	TECTION TO THE TRANSPORT OF THE PROPERTY OF TH	namen de la constant en de la constant de la consta			anaren erakungan perind	
Switch Info PNA Re	marks SL Remarks					
LSO: Re	te Zone: Site ID:	ΠA				
520836 01	<u> </u>	836				
Switch Types:			mmu mumaasa asawa3			
D100						
				and the second s		M
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Print Preview EMail				and the second		Close

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Sample Order - Resale POTS Conversion As Is

Customer Service Record (CSR) Request screen. The review CSR screen is opened from the Pre-order pull-down menu.

Raview CSR	Maraka ka					
AGAUTH:	Y-Yes ▼ DATE	ED: 1998/01/01	AUTHNM: [
WTN:	520-836-2615	-]-	ECCKT:			
Customer Name:	Diane Vogel					
Validated Addresse	iS.			7716		
205 N COLORADO	ST,CASA GRANDE,A	XZ.85222 ₹				
Street#:	Street # Suffix	Street Name:				
205		N COLORADO ST	T			
City:			State:			
CASA GRANDE			AZ 🖫			
Review CSR					Clear Reset	Close
ন্ত্ৰী Unsigned de	wa Applet Windows	Market e				

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Sample Order - Resale POTS Conversion As Is

CSR Response screen.

AN: 520-836-2615 Cust Code: 803 Name: Diane Vogel	
Name Diane Vogel	
ECCKT:	
Summary Billing Number: Class Of Svc:	I IFR
Orig, Svc. Established: 19980602 Reseller ID:	
Complete Customer Record displayed	
Listing Billing Service & Equipment	
NP (NON-PUB) US: WEST LA 205 N COLORADO ST, CASA GRANDE	<u></u>
LA ZUSTNOCIONADO SILCAS GRANDE	
	2
FrintPreview Engli	Close
	ur en
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Listing Billing Service & Equipment	
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/PICX NONE /LPIC 5123 /NMC	
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Sample Order - Resale POTS Conversion As Is

Order Information for Local Service Request (LSR) screen. The CLEC representative selects 'New LSR' from the 'Order' pull-down menu. The initial order screen is displayed.

After selecting the appropriate field items, the required LSR forms are listed on the screen. The required forms are filled out one at a time by selecting the form name, and clicking on the 'Edit Form' button.

Crder In	formation for New L5R	difference of the second		_□×
PON:	IMA-example-1	VER:		
REQTYP:	E - Resale (POTS, PBX, and ISC	IN)	B-Firm Order	团
Activity:	A - Conversion as is		The Street	
TOS:	2BF - Residence, Single-Line, Fl	at Rate		
BAN:	303-B11-9102-411	E veget = 1		e tax
Form Nam	Table and the contract of the	Status	Required	
	ervice Request er Information		Yes Yes	
EditForm			Clear All Forms	
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Sample Order - Resale POTS Conversion As Is

LSR form screen. Contains general information for the order.

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1690	FOP CTTY: Denver	STATE: 2IP CODE:		
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Sample Order - Resale POTS Conversion As Is

End User Information (EUI) form screen. Contains information about the end user.

Admiestrative Section					t
PQN [MA-scompte-1 Location and Access Section	VER DOTY:				Pg CI I∷ I∷
Name: Diane Yogel			ANV N-Address	ralidated **	
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ROOM F Floor	N COLORADO ST	AHV Rose	5 C		
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Sample Order - Resale POTS Conversion As Is

Order Submit Confirmation screen. After the required forms are filled out, the CLEC representative presses the 'Submit' button on the Order Information for (LSR) screen. The Order Submit Confirmation screen allows the CLEC user to confirm that they want to submit the order to U S WEST.

Grder Submit Confirmation	
PON	IMA-example-1
VER	
Desired Due Date:	19990215
Activity Type:	A-Conversion as is
Supplemental LSR Ind:	
Commu	Close
ৃত্তী Unsigned Jave'Appl	etWindow .

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Sample Order - Resale POTS Conversion As Is

Order Confirmation screen. This screen confirms the submission of the order.

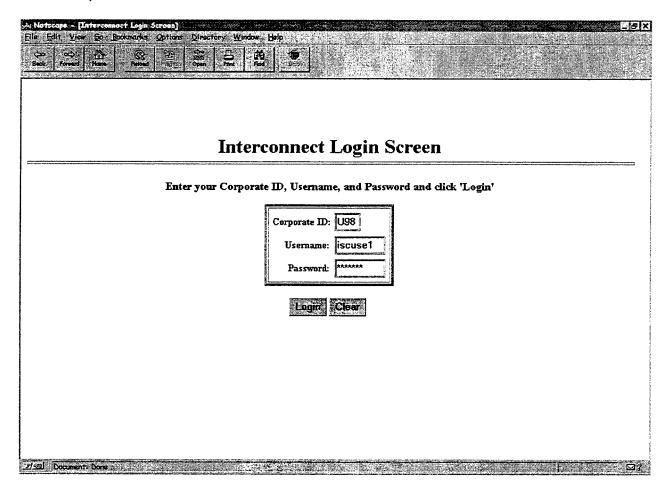
Order	Confirmation	was Edx
PON	IMA-example-1	VER 🔼
DDD:	19990215	
ACT	A-Conversion as is	
SUP		
LSRID	5218	
Firm Orde	er request has been successfully submitted	
Printere	Wew EMail	Close
* <u>1</u> 2 1	Unsigned Java Applet Window 1888	

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Sample Order - Resale POTS Conversion As Is

Step 2: A U S WEST representative in the Interconnect Service Center (ISC) accesses the CLEC LSR in the IMA Firm Order Manager (FOM) and creates a service order in the U S WEST OSS systems.

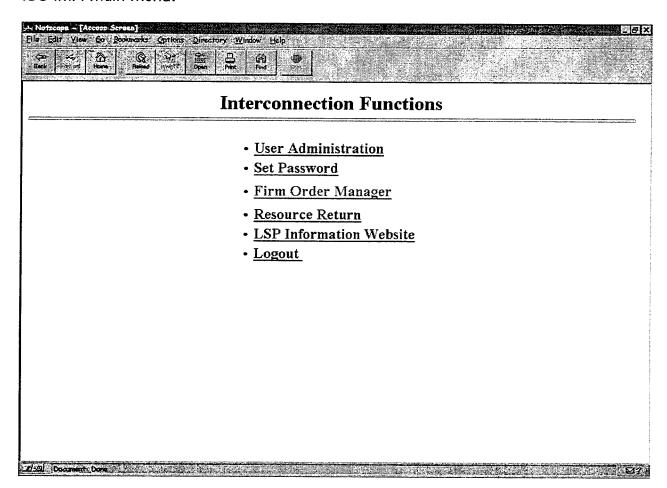
IMA Entry Screen.



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Sample Order - Resale POTS Conversion As Is

ISC IMA main menu:



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Sample Order - Resale POTS Conversion As Is

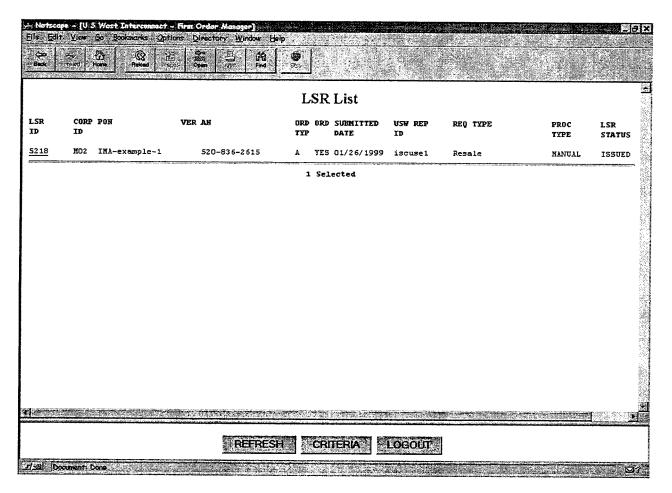
LSR Selection screen. Allows an ISC representative to query for a set of LSRs.

	Tirm Order Mana SR Selection Crit			
SVC CENTER	CORPID	LSR STATUS	STATE	
All Centers USWA - Albuquerque MCBC - CENTREX Business Central MCBE - CENTREX Business East MCBW - CENTREX Business West MCRA - CENTREX Residential All USWC - Cheyenne CHEYEC - Cheyenne Error Correction USWCL - Complex Listing USWTX - Dallas	88T 99U A01 A02 B01 C03 C16 =	All Statuses SUBMITTED IN_REVIEW ISSUED REJECTED ERRORED COMPLETED CANCELED JEOPARDY PENDING FLOW	All States Arizona Colorado Idaho Iowa Minnesota Montana Nebraska New Mexico North Dakota	
	Expedite: L. Inactive: L.			
	LSR ID:			
SUBI	MIT RESET LO	GOUT *	and a second a second and a second a second and a second	

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Sample Order - Resale POTS Conversion As Is

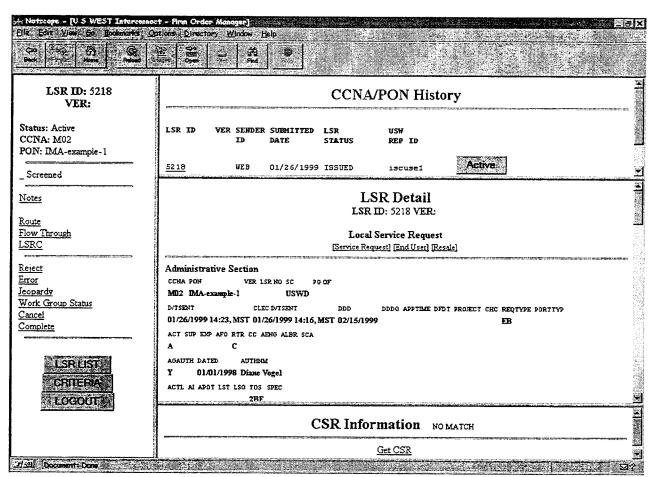
LSR List screen. Displays the list generated based on the criteria entered on the LSR Selection Screen. The representative can view an LSR by clicking on the LSR ID number.



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Sample Order - Resale POTS Conversion As Is

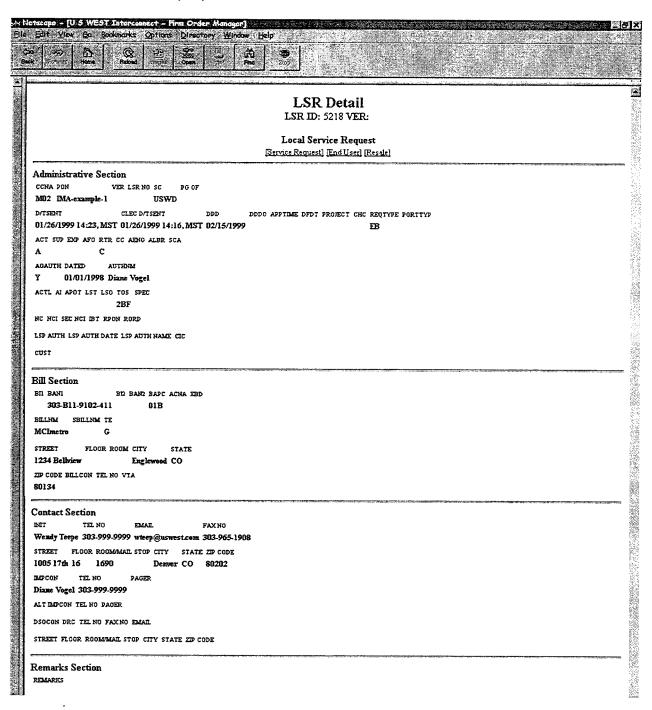
LSR View screen. This screen provides a view of the submitted LSR and additional information. The LSR detail shows LSR information as entered into IMA. The left-hand column displays links to other FOM screens. The CCNA/PON history shows a history of the LSR. The CSR information frame allows the ISC representative to pull up the CSR for the account.



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Sample Order - Resale POTS Conversion As Is

LSR Detail Frame. Displays the submitted LSR.



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Sample Order - Resale POTS Conversion As Is

LSR Detail Frame (continued).

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	Administrative Section	• \$
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	IMA-example-1 0	į
	Location and Access NAME	* ()
	Diane Vogel	3
Ш	ANV	8
	N .	33
	STREET 205 N COLORADO ST	1000
	FLOOR ROOM BLDG AHN ROUTE BOX CITY STATE ZIP CODE	- 5
11	CASA GRANDE AZ 85222	- 17 - 27
П	LCON TEL NO APT CON	
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11	Service Request] [End User] [Resale]	
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Sample Order - Resale POTS Conversion As Is

LSR Confirmation screen. After a service order has been entered into the U S WEST SOP, the ISC representative access the LSR Confirmation screen to add needed information to the Firm Order Confirmation (FOC) that is sent to the CLEC.

Firm Order Manager	Le Notrecque - IU S West Interconnect - From Order Manager) Pile Edit View See Regiments Options Directory Window Help
Administration Section CFLAG BANI 303-811-9102-411 DDD 02/15/1999 Line Information Section AN REF IN ECCKT ISPID TER HID NVM S20-836-2615 0 0 0 0 0 0 0 0 0	Firm Order Manager LSR Confirmation LSR ID: 5218 Request Type: Resale
Line Information Section LINE AN REF IN ECCKT ISPID TER HID NUM \$20-836-2615 0 ORDER REF NUM ORD DD APPTTIME EED 1 F11111111 02/15/1999 XX Directory Listing Information Section ORDER REF ORDER # DD NUM XX XX IMORE REMARKS	Administration Section CFLAG BAN1 303-B11-9102-411 DDD 02/15/1999
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CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State: Arizona

Docket: T-00000B-97-0238

Description/Title of Information: Sample Order Resale POTS

Conversion As Is

Confidential/Proprietary Designation Rationale:

These pages are screen prints from the internal service order processor. This information is considered proprietary because it denotes how U S WEST's internal systems are accessed and this information is not disclosed outside of U S WEST.

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Below is a table that provide common scenarios that illustrate the number of service orders generated by the receipt of an LSR or ASR for various products. U S WEST's Service Order Processors (SOPs) have limitations that affect the number of service orders required for the provisioning of a product. For example, service orders, whether a service order for new service, a disconnect, or a change, that have telephone numbers (TN Account) are limited to 20 lines per service order. For accounts that have only circuit IDs (Circuit Account), one service order is required for each circuit. This limitation applies to CLECs' and U S WEST's service orders equally.

Number of Service Orders Required for Product/Service Request

PRODUCT/SERVICE	QUANTITY	U S WEST ACCOUNT	Co-Provider Account	TOTAL
(REQUEST TYPE)	REQUESTED	SERVICE ORDER ACTIVITY	SERVICE ORDER ACTIVITY	(OUTWARD
	ON LSR/ASR	(OUTWARD ACTIVITY)	(INWARD ACTIVITY)	& INWARD)
				SERVICE
			i	ORDERS
	<u></u>	1		REQUIRED
Unbundled (LSR)				
New Unbundled Loop	1 or more	NA	1 order per loop	1
	loop(s)			
	1 line	1 order per 1-20 lines	1 order per loop	2
Loop Conversion to Co-		<u> </u>		
Provider (TN Account)	20 lines	1	20	21
	30 lines	2 (1 order for first 20 lines	30	32
	<u> </u>	and 1 order for remaining 10)		
Loop Conversion to Co-	1or more	1 order per circuit	1 order per circuit	2
Provider (Circuit Account)	circuit(s)			
Loop Conversion to Co-	1 line	1 order per 1-20 lines	2 orders (1 order for loop and	3
Provider with INP			1 order for INP)	
(TN Account)	20 lines	1	21 orders (20 orders for loop	22
			and 1 order for INP [1 order	
			per 1-20 INP])	
	30 lines	2 (1 order for first 20 lines	32 (30 orders for loop and 2	34
		and 1 order for remaining 10)	orders for INP)	J-
New Unbundled Switch	1 port	NA	1 order per 1-20 ports	1
	20 ports	NA	1	1
	30 ports	NA	2 (1 order for first 20 ports and	2
			1 order for remaining 10)	_
Convert Existing Service	1 port	1 order per 1-20 lines being	1 order per 1-20 ports	2
to Unbundled Switch		converted to ports	1 3 1 2 5 5 1 2 5 5 1 2 5 5 1 2 5 5 1 2 5	. ••
(same switch)		•	,	
	20 ports	1	1	2
	30 ports	2 (1 order for first 20 lines	2 (1 order for first 20 ports and	4
		and 1 order for remaining 10	1 order for remaining 10)	-
		being converted to ports)	() () () () () () () () () ()	
Resale (LSR)				
Resale - New Connect	1 line	NA	1 order per 1-20 lines	1
(TN Account)				•
•	20 lines	NA	1 order per 1-20 lines	1
-	30 lines	NA	2 (1 order for first 20 lines and	2
)		(. =:==: .=:o(=== m:oo and	-

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Resale – Change (TN Account)	1 line	NA	1 order per 1-20 lines	1
	20 lines	NA	1	1
	30 lines	NA	2 (1 order for first 20 ports and 1 order for remaining 10)	1
Resale - New Connect or Change (Circuit Account)	1 or more circuit(s)	NA	1 order per circuit	1
Resale - Full Migration as is	1 or more account(s)	1 order to change responsibility to Co-Provider	NA	1
Resale - Partial Migration (TN Account)	1 line	1 order per 1-20 lines	1 order per 1-20 lines	2
	20 lines	1	1	2
	30 lines	2 (1 order for first 20 lines and 1 order for remaining 10)	2 (1 order for first 20 lines and 1 order for remaining 10)	4
INP/LNP (LSR)				
INP	1 line	1 order per 1-20 lines	1 order per 1-20 lines	2
	20 lines	1	1	2
	30 lines	2 (1 order for first 20 lines and 1 order for remaining 10)	2 (1 order for first 20 lines and 1 order for remaining 10)	4
LNP-Outward	1 line	1 order per 1-20 lines	NA	1
	20 lines	1	NA	1
	30 lines	2 (1 order for first 20 lines and 1 order for remaining 10)	NA	2
Centrex Resale (LSR)		<u> </u>		
Centrex - New Connect (TN Account)	1 line	NA	1 order per 1-20 lines	1
	20 lines	NA	1	1
	30 lines	NA	2 (1 order for first 20 lines and 1 order for remaining 10)	2
Centrex - New Connect (Circuit Account)	1 or more circuit(s)	NA	1 order per circuit	1
Centrex - Full Migration as is	1 or more account(s)	1 order to change responsibility to Co-Provider	NA	1
Centrex - Partial Migration (TN Account)	1 line	1 order per 1-20 lines	1 order per 1-20 lines	2
	20 lines	1	1	2
	30 lines	2 (1 order for first 20 lines and 1 order for remaining 10)	2 (1 order for first 20 lines and 1 order for remaining 10)	4
LIS Trunking (ASR)			. Order for territaring 10)	
LIS Trunks	1 facility	NA NA	1 order per 1-20 facilities and	2
	24 trunks		1 order per 1-480 trunks	_
	20 facilities	NA	1 order per 1-20 facilities and	2
	480 trunks		1 order per 1-480 trunks	-
	40 facilities	NA	1 orders for facilities and	4
	960 trunks		2 orders for trunks	•
Co-Location				
Co-Location		NA-Currently, Service Order not required	NA	NA

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Sample Order - New Unbundled Loop

Step 1: The Competitive Local Exchange Carrier (CLEC) enters the order into Interconnect Mediated Access (IMA).

The CLEC representative points the browser to the IMA browser address and opens the initial screen:



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Sample Order - New Unbundled Loop

Important or new IMA system information is presented in a pop-up window.

This will be used to communicate system availability, IMA release implementation updates & schedules, and other periodic NEWS for our customers.

If you have any questions about this, please contact the IMA Help Desk at 1-888-796-9102

Message Announcing IMA Repair Hours

Effective immediately IMA Maintenance and Repair routine downtime has been aligned with normally scheduled Maintenance and Repair Legacy system downtime. This will provide maximum availability for IMA Maintenance and Repair users. Please refer to the schedule below for system availability. All times listed are in Mountain Standard Time unless otherwise stated. IMA pre-order and order supported hours are not affected by this change.

IMA is currently available during normally scheduled hours. Please refer to the schedule below.

	Monday - Friday	Saturday	Sunday
*IMA Maintenance and Repair Hours	2:15 - 23:15	2:15 - 22:00	7:00 - 23:15

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Sample Order - New Unbundled Loop

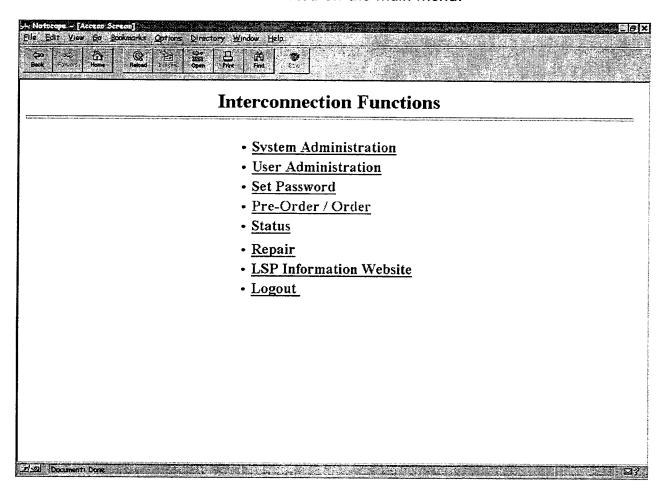
After pressing the start button on the IMA initial screen, the CLEC representative logs into IMA.

Netscape - [Interconnect Login Scr	
File <u>Edit View Go Bookmarks Option</u>	s <u>D</u> irectory <u>W</u> indow <u>H</u> elp
Co ec Enward Home Reload	注 Open Print Find Step
In	terconnect Login Screen
	9
Enter your Con	porate ID, Username, and Password and click 'Login'
	Corporate ID:
	Username:
	Password:
	rassword:
	Login Clear
F/s9 Document Done	

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Sample Order - New Unbundled Loop

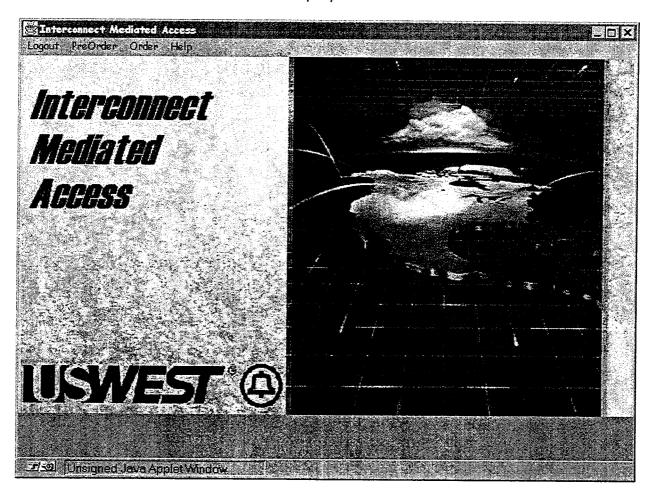
The Pre-Order/Order function is selected on the main menu.



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Sample Order - New Unbundled Loop

The IMA Pre-order / Order screen is displayed:



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Sample Order - New Unbundled Loop

Address Validation Request screen. This screen is opened from the 'Pre-order' pull-down menu. For a new installation of unbundled loop, the address validation is based on the address, not a telephone number.

Address Validatio	• 17 - 17 - 17 - 17 - 17 - 17 - 17 - 17							
WIN:		Listed Name:						
			1			<u>.</u>		
Validated Addresse	es,							
Clear out address t		_						
Street#;	Street#Suffix	Street Name:						
205	_ L	n colorado st	maninera camanana	anima enginagasan				
ROOM 👻	Floor		BLDG 🝷		AHN:	Route:	Box	
			<u> </u>					
City:			State:	Zip Code	100 Per 100 Pe			
casa grande			AZ 🏂	85222	Geleg Copple	menta)		
Validate Address							DZ91074 720	
							Clear Re	Set Close
el-miles and a	ava Applet Window							

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Sample Order - New Unbundled Loop

Address Validation Response screen. The address is validated.

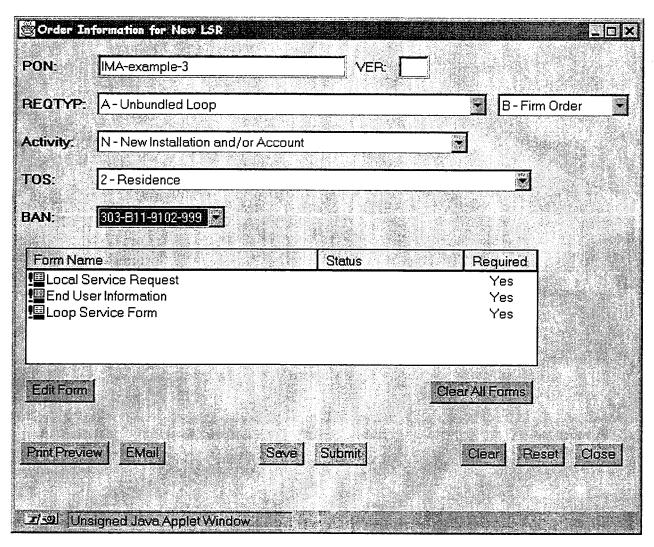
Address Validation Response				20
WTN: Listed Name:				
520-836-2615		J		
<u> </u>				
Validated Addresses:				
205 N COLORADO ST,CASA GRANDE,AZ,85222	_≝			
	t Name:			
205 <u> </u>	DLORADO ST			
RODM € Floor.	BLDG 😢	AHN:	Route: Box	
			L <u></u> L	
λky:	A STATE OF THE STA	o Code:		
CASA GRANDE	A2 🗷 8:	5222 <u>Selection</u>	prementa)	
Descriptive:				
Alternate Street:				
The state of the s				
Switch Info PNA Remarks SL Remarks			4.1.77	
LSO: Rate Zone: Site ID:	TTA:			
520836 D1 CSGRAZMA	836	and the second s		
Switch Types:				
D100				
		Marine and Arthurst Addi	and the same and t	
(N				
Print Preview EMail				Close

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Sample Order - New Unbundled Loop

Order Information for Local Service Request (LSR) screen. The CLEC representative selects 'New LSR' from the 'Order' pull-down menu. The initial order screen is displayed.

After selecting the appropriate field items, the required LSR forms are listed on the screen. The required forms are filled out one at a time by selecting the form name, and clicking on the 'Edit Form' button.



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Sample Order - New Unbundled Loop

LSR Form screen. Contains general information for the order.

S Local Service Request	erker e e e e e e e e e e e e e e e e e						
Administrative Section							
CONA PON	VER	LSRNO		sc	PORTTY	P.	PG_0F
M02 fMA-example-3		i L	283 (A. 1987) 2018 (A. 1987)	Juswo	BIT.		
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Sample Order - New Unbundled Loop

LSR Form screen (continued).

Contact Section		
INIT:	TEL'NO:	EWAIL
Wendy Teepe	303-896-4102-	Meepe@uswest.com
FAXNO. S	TREET;	
303-965-1908	005 17th	
ROOM/MAIL STOP:	CITY:	STATE: ZIP CODE:
16 1690	Denver	© <u>₹</u> 80202
MPCON:	TELNO:	PAGER
Diane Vogel	303-999-9999-	
ALT IMPCON:	TELNO:	PAGER:
The State of the S		
OSGCON:	DRC TELNO:	FAXNO:
Diane Vogel	303-999-9999-	303-999-9999
MAIL		STREET:
LOOR ROOM/MAILSTOP	CITY:	STATE: ZIPOODE:
temarks Section	7	
EMARKS:		
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Sample Order - New Unbundled Loop

End User Information (EUI) form screen. Contains information about the end user.

End User Information			<u> Po</u> x
Adminstrative Section			
PON	VER DOTY:		Pg (Or
IMA-example-3	7 [2] 0		i i i i i i i i i i i i i i i i i i i
Location and Access Section			
Name:		AW.	
Diene Vogel Validated Addresses:		N-Address vali	dated
Clear out address fields			
Street# Suffic	Street Name:		
205	N COLORADO ST		—
ROOM Floor	BLDG <u>▼</u>	AHN: Route: Box	
City:	State: Zip Coo	fe: APTCON:	
CASA GRANDE	AZ 💌 85222	Service and I	
LCON:	TELNO	EUML	
L	* [
ACC			
Access Instructions	直		
	±		
CPE MFR: (CPE MOD.		
CONTROL BOOK STATE OF	AN CONTRACT HARDON MARKET MARKET AND THE STATE OF THE STA		
Inside Wire Section			
IWO:	IMBAN:	IWCON!	TELNO:
	<u> </u>		
Bill Section			and the second s
AN.	EAN	FBt: BILLINN:	
J			
SBILLINM:			
Street# Street#Sulfic	Street Name,		FLOOR: ROOM
CITY:	STATE ZIPCODE: BILLCON:		
		WALL ALL THE COLUMN A LOCAL	
TELNO:	SSN		
K			
	1		
4 3			Internal County County
*[s]			In Clear I Reset Concey
*/s/			Gear Reset Corce)

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Sample Order - New Unbundled Loop

End User Information (EUI) form screen (continued).

dd Jeith Dae Oai0				-4	
REF# DISC#	TER TCOPT	тсто <u>В</u> је-			
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Sample Order - New Unbundled Loop

Loop Service form screen. The loop service form provides information specific to unbundled loop orders.

VEA LOTY: temple-3		Pg
d Delete Des		STORAGE STATE STAT
EFNUM: CKR: 001 SP: SAN:	LNA: N-New	
- CCXT	AZMADCO CSGRAZOBNO1	SYSTEMID: CABLE ID:
Add Of the Octor O of 0 Incide Wire Jacks W.K.	CHAN/PAIR JKOODE: JKNUM: J	JRPOS: JR: NIDR:
SC# A Land Market TER CNAME TO SERVICE TO S	TCOPT TCTO, 4	TCTOPRI TCID.
Add Sept 1987 Ood 0 TCTO SEC. TCID: TCN/	AME.	
SS Section		
II		

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Sample Order - New Unbundled Loop

Order Submit Confirmation screen. After the required forms are filled out, the CLEC representative presses the 'Submit' button on the Order Information for (LSR) screen. The Order Submit Confirmation screen allows the CLEC user to confirm that they want to submit the order to U S WEST.

Order Submit Confirma	rtion South Company
PON	IMA-example-3
VER	
Desired Due Date:	19990210
Activity:Type:	N - New Installation and/or Account
Supplemental LSR Ind:	
Commit	Close
ত্রতী Unsigned Jeve /	Applet Window

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Sample Order - New Unbundled Loop

Order Confirmation screen. This screen confirms the submission of the order.

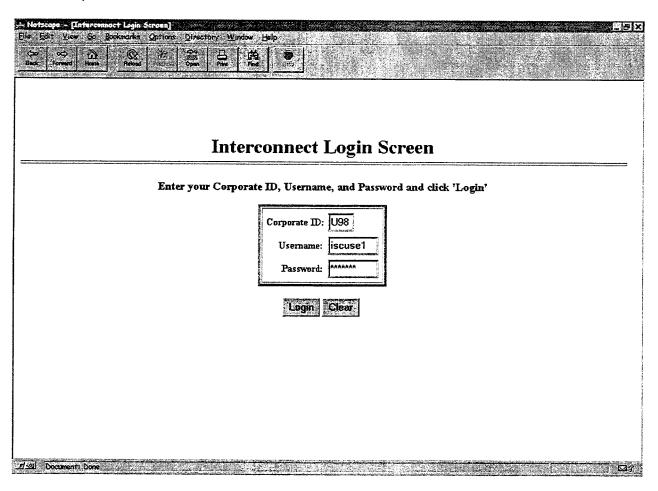
Order	· Confirmation	
PON	IMA-example-3 VER	
DDD:	19990210	
ACT	N-New Installation and/or Account	
SUP		
LSRID	5222	
Fin	m Order request has been successfully submitted	
Print Pr	eview EMail	Close
可刨	Unsigned Java Applet Window	

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Sample Order - New Unbundled Loop

Step 2: A U S WEST representative in the Interconnect Service Center (ISC) accesses the CLEC LSR in the IMA Firm Order Manager (FOM) and creates a service order in the U S WEST OSS systems.

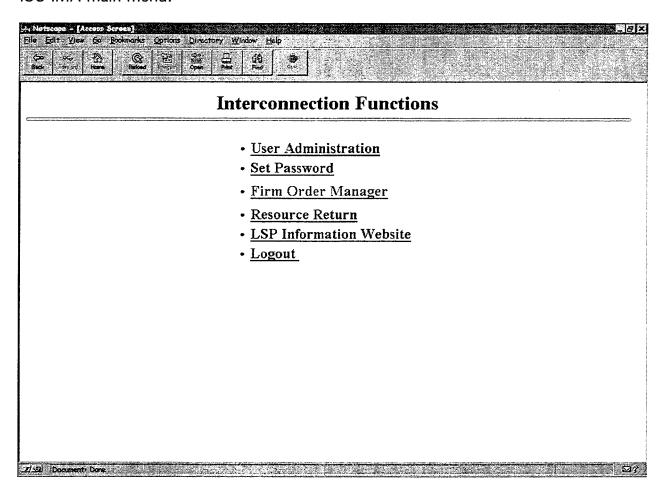
IMA Entry Screen.



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Sample Order - New Unbundled Loop

ISC IMA main menu:



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Sample Order - New Unbundled Loop

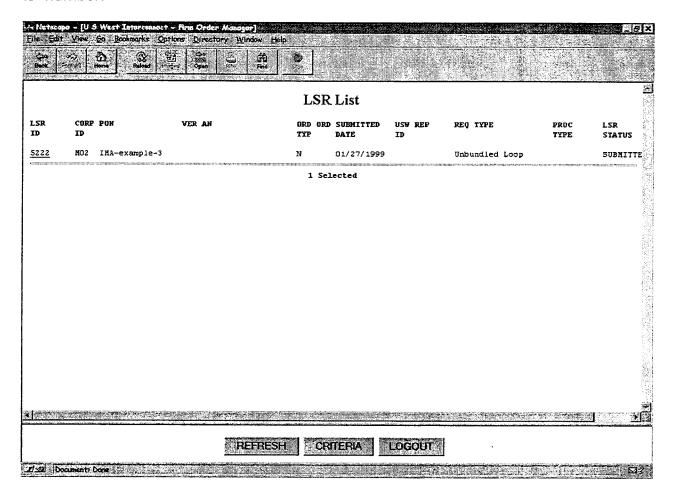
LSR Selection Screen. Allows an ISC representative to query for a set of LSRs.

	None blood roll Com Print Fact	Order Mana Selection Crit			LEX	
	SVC CENTER	CORPID	LSR STATUS	STATE		
	Company and the control of the contr	**************************************	All Stemses SUBMITTED IIN_REVIEW ISSUED REJECTED ERRORED COMPLETED CANCELED JEOPARDY PENDING FLOW 7/1998 To: 01/27/1999	All States Arizona Colorado Idaho Iowa Minnesota Montana Nebraska New Mexico North Dakota		
	Expedite: LSR ID:					
SUBMIT RESET LOGOUT						

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Sample Order - New Unbundled Loop

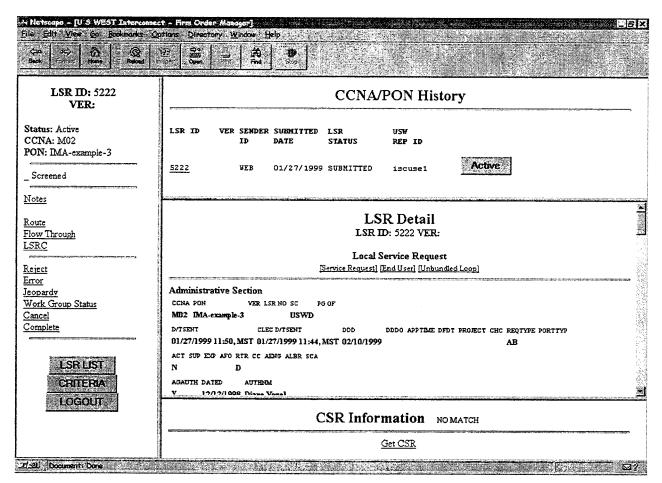
LSR List Screen. Displays the list generated based on the criteria entered on the LSR Selection Screen. The representative can view an LSR by clicking on the LSR ID number.



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Sample Order - New Unbundled Loop

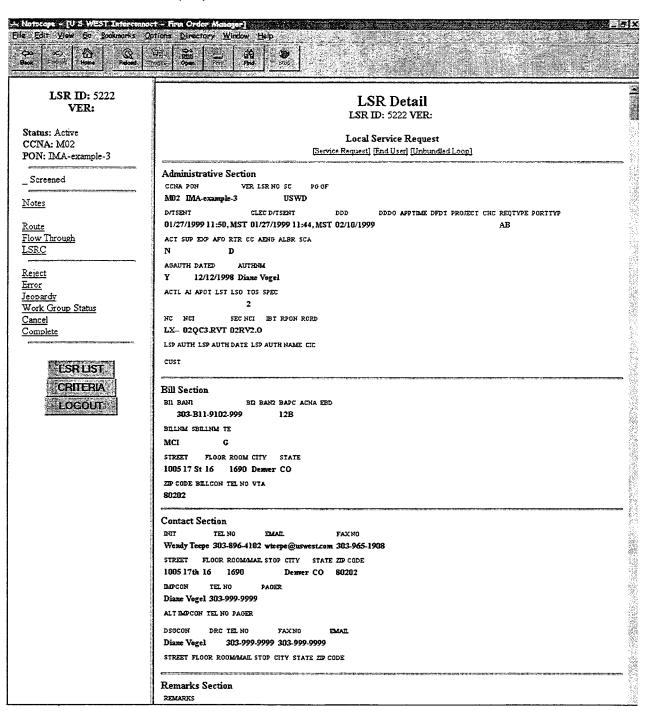
LSR View screen. This screen provides a view of the submitted LSR and additional information. The LSR detail shows LSR information as entered into IMA. The left-hand column displays links to other FOM screens. The CCNA/PON history shows a history of the LSR. The CSR information frame allows the ISC representative to pull up the CSR for the account.



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Sample Order - New Unbundled Loop

LSR Detail screen. Displays the submitted LSR.



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Sample Order - New Unbundled Loop

LSR Detail screen (continued).

LSR ID: 5222 VER:	End User Information [Service Request] [End User] [Unbundled Loop]	
Status: Active	Administrative Section	""
CCNA: M02	PON VER DQTY	
PON: IMA-example-3	IMA-example-3 0	3 1
_Screened	Location and Access	***
	NAME	- ķ
<u>Notes</u>	Diane Vogel	
Route	ANV	Š
Flow Through	N	8
LSRC	STREET	35
	205 N COLORADO ST	
Reject	FLOOR ROOM BLDG AHN ROUTE BOX CITY STATE ZD CODE	3.9
Error	CASA GRANDE AZ 85222	100
Jeopardy	LCON TEL NO ADT CON	
Work Group Status	EUMI ACC	
Cancel Complete	Access Instructions	1
Complete	RATE ZONE	
	01	
ESRLIST		(S)
27.00.00.00.00.00.00.00.00.00.00.00.00.00	CPE Section	33
CRITERIA	CPE MFR CPE MOD	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
LOGOUT		
	Inside Wire	93
	IWO IWBAN IWCON TELNO	\$300 2000 2000 2000
	Bill Section	2015 11.5
	AN EAN FBI BILINM	
		(28)
	SBILINM STREET FLOOR ROOM	9354 375
	205 N COLORADO ST	
	CITY STATE ZIP CODE	
	CASA GRANDE AZ 85222	
	BILCON TELNO SSN	
	Remarks Section	
	PEMARKS	35

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Sample Order - New Unbundled Loop

LSR Detail screen (continued).

LSR ID: 5222 VER:	Unbundled Loop Service Request] [End User] [Unbundled Loop]	*. *.*
Status: Active CCNA: M02 PON: IMA-example-3	Administrative Section PON VER AN LQTY ORD CB IMA-example-3 1	Marie and the second
_Screened	Hunting Section HREF NUM HA HN TYP HID TLI HUNT SEQ	
Notes Route Flow Through LSRC Reject Error Jeopardy Work Group Status Cancel Complete	Service Details Section REF NUM RNEX LNA TN PIC LPIC 1 N MATN TER SDI OTN TSP SAN CKR ECCKT FPI NDR DISCN Y IWIK IWIQ SCHL PULSE TBE CFA SEC CFA 101 T1 2 CSGRAZMADCO CSGRAZDSNOI	
LSR LIST CRITERIA LOGOUT	FA FEATURE FEATURE DETAIL Remarks Section REMARKS	minutenza na katika chataz
7/9 December 1999	LSR ID COMPARE	- -

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Sample Order - New Unbundled Loop

LSR Confirmation screen. After a service order has been entered into the U S WEST SOP, the ISC representative access the LSR Confirmation screen to add needed information to the Firm Order Confirmation (FOC) that is sent to the CLEC.

Herefrage - [U.S.West Intercembest - Front Order Manager] Die Edin View Est Bookmanks Ortens Directory Window (Belg) On April Mana Reded (1997) Com April Engl (1997)
Firm Order Manager LSR Confirmation LSR ID: 5222 Request Type: Unbundled Loop
Administration Section
CFLAG □ BAN1 303-B11-9102-999 DDD 02/10/1999 LSP DSGCON □ LSP DSGCON TN
Line Information Section
LINE AN REF ECCKT NUM 303-B11-9102-999 1 KNA.612.829.NW ORDER REF NUM ORD DD APPT TIME EED XX 99999999 02/10/1999 XX
Directory Listing Information Section
ORDER REF ORDER # DD NUM XX XX MORE REMARKS SUBMIT LSR RESET ORDERS
REMARKS
SUBMIT LSR RESET ORDERS

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Sample Order - New Unbundled Loop

LSR Confirmation Review. This screen allows the ISC representative to review the LSR Confirmation before sending it to the CLEC.

h Notscape - [U.S. West Interconnect - Firm Order Managor] Pla : Edit : View So. Backmarks. Options. Disectory. Window. Help	д×
Stock France Rose Report Com Fine Field Sept Com Fine Fine Fine Fine Fine Fine Fine Fine	T
Firm Order Manager LSR Confirmation Review	
REP NAME US WEST Rep	
REP TN 888-796-9087	
EMAIL ID wteepe@uswest.com	
FAX # 303-965-1908	
LSRC Summary for LSR_ID: 5222	
######## Administration Section ####################################	
CCNA PON VER LSR-NO CFLAG HOZ IMA-exemple-3 N	
INIT CD/TSENT Wendy Teepe	
IBT CN-TYP CHC FDT DFDT DDD D 02/10/1999	
BAN1 LSP-DSGCON LSP-TELNO 303-B11-9102-999	
######## Line Information Section ####################################	
REF-NUM AN SAN 1 303-B11-9102-999	
RNEX ECCKT	
12.TKNA.612.829NW NATN CKR ISPID	
AKIN CKR 15F1D	
SDI CFA101 T1 2 CSGRAZMADCO CSGRAZORNO1	
SEC-CFA CFTN TER	6.13 103 103 103
######### ORDER SECTION FOR LINE REF NUM: 1 ###################################	
ORDER-REF-NUM ORD DD APPT-TIME EBD 1 N99999999 02/10/1999	30
HHHHHHHH REMARKS SECTION HHHHHHHHHHHHHHHHHHHHHHHHHHHHHHHHHHHH	
REMARKS	**************************************
E-MAIL FAX E-MAIL and FAX PREVIOUS LSR	
#39 Document Done	$\mathbf{E}_{\zeta \zeta}$

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CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

State:	Arizona
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Docket: T-00000B-97-0238

Description/Title of Information: Sample Order New Unbundled Loop

Confidential/Proprietary Designation Rationale:

These pages are screen prints from the internal service order processor. This information is considered proprietary because it denotes how U S WEST's internal systems are accessed and this information is not disclosed outside of U S WEST.

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IMA FUNCTIONAL PROCESS DESCRIPTIONS AND COMPARISONS

- 1. PRE-ORDERING
- 2. ORDERING & PROVISIONING
- 3. REPAIR
- 4. BILLING

1. PRE-ORDERING

In contrast with the Federal Communications Commission's (FCC) definitions of "pre-order" and "order" activities, U S WEST has no separate pre-order and order processes. Pre-ordering activities generally occur in the context of negotiating a service order. However, so as to facilitate a comparison of the FCC required functions provided by Interconnect Mediated Access (IMA) with the functions performed by a U S WEST customer service representative, some U S WEST order functions will be discussed in the pre-order section. The pre-order section has been organized to present descriptions of internal U S WEST functions for both Plain Old Telephone Service (POTS) and non-POTS related services followed by a description of how the same functions and services are supported through the IMA interface. Next, unbundled network elements and miscellaneous products are discussed. Lastly, a comparison analysis of the pre-order process is presented.

The activity referred to as pre-order, for POTS and non-POTS, is comprised of seven major functions: address verification, facility availability, carrier listing, service availability (POTS only), Customer Service Record (CSR) review, telephone number process, and appointment scheduling. Internal U S WEST representatives perform these functions in separate steps using various Operations Support Systems (OSS) and diverse interfaces. IMA allows competitive local exchange carrier (CLEC) representatives to perform these functions using a single interface to access the same OSSs the U S WEST retail representatives use.

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PRE-ORDER FUNCTIONS POTS AND NON-POTS PRODUCTS

U S WEST customer service representatives perform seven typical functions, for retail POTS and non-POTS service orders. CLEC representatives can choose to skip any or all of the pre-order functions. If an order that is submitted contains invalid or missing data, the CLEC representative has the opportunity to correct the information and resubmit the order without losing any data previously entered.

The CLEC representative, using IMA, can perform the same pre-order functions that are used by U S WEST retail representatives. These pre-order transactions are as follows:

Address Verification

Before a service order can be created, the U S WEST retail representative must verify the address where service is to be established to ensure that the proper address is located. Valid street addresses are important because address data is contained in several U S WEST systems and is critical for installation, repair, billing and E911. Incorrect addresses will cause an order to error, which can result in manual activity.

For non-POTS, the U S WEST representative accesses PREMIS/CNum directly to obtain address verification.

When service pre-exists at the service location, the CLEC representative using IMA need only enter the Working Telephone Number (WTN) and the zip code of the service location address to request address verification. When adding new service, the CLEC representative enters the service address to request address verification. Using the information provided, IMA determines the appropriate U S WEST OSS system to access (PREMIS/ CNum), validates the address, and saves the

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information to pre-populate related fields on other IMA screens. Up to ten addresses are retained at any one time, and are used to pre-populate address-related fields on other IMA pre-order and order screens.

Facility Availability

The U S WEST retail representative determines the availability and characteristics of telephone facilities in the area to provide new or additional service as requested by the customer. For both POTS and non-POTS, a U S WEST representative uses the Facility Check interface to obtain a preliminary indication regarding the availability of the requested facilities at the customer's service address. Facility Check retrieves its information from the U S WEST Loop Facility Assignment Control System (LFACS).

The CLEC representative can choose from five different types of facility availability checks. The five types of facility check are for: (1) design services, (2) high capacity, (3) convert POTS to unbundled loop, (4) POTS, and (5) ISDN loop qualification. These requests return information similar to that given to a U S WEST representative from the Facility Check interface. From the information returned, the CLEC representative can determine the availability and characteristics of services, in the area, as requested by the customer. The information presented for Facility Check by IMA is retrieved from LFACS.

Carrier Listing

A U S WEST representative retrieves the list of available long distance carriers so that the customer can choose a carrier. The randomized available carrier list will depend on the location of the customer's service. The U S WEST representative uses the Facility Check interface to request the carrier list from PREMIS.

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The CLEC representative does not need to perform this function as a separate step. As part of the functions performed during the Service Availability step, a list of available long distance carriers is provided.

Service Availability

A U S WEST representative retrieves the list of available services at the customer's service address to ensure that customer-requested POTSrelated services can be satisfied. The U S WEST representative types the telephone number on the first SONAR screen and then navigates through various SONAR screens until reaching the screen that displays available services. SONAR returns an available services list comprised of Universal Service Order Codes (USOCs) which will vary dependent on the location of the customer's request for POTS service. All available POTS product codes (USOCs), with a brief product name, and the associated U S WEST retail recurring and non-recurring charge rates are displayed in SONAR. If the U S WEST representative wishes to investigate service availability for another telephone number, he or she must begin again at the first SONAR screen and repeat the process. The Pre-Order process for many non-POTS products does not include the determination of service availability. Instead, the internal U S WEST representative uses a printed job aide to manually determine appropriate USOCs for non-POTS related products.

The CLEC representative can request, via IMA, a list of available resale POTS product codes (USOCs) including a brief description, available long distance carriers, and related servicing switch information. The CLEC representative must type in the desired NPA (Number Plan Area), /NXX (telephone number prefix), and specify whether the customer desires

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business or residential service. The response can be bounded, or limited, by entering a filtering mask based on USOCs. A screen with the list of available product codes, descriptions, and non-recurring and recurring rates is returned and may be kept viewable while reviewing the CSR or the LSR forms during order data entry. The list of POTS product codes displayed in IMA is based on the product list made available to internal U S WEST SONAR users. The CLEC representative uses job aides to determine associated USOCs for non-POTS related products.

<u>Customer Service Record Review</u>

For both POTS and non-POTS, the U S WEST retail representative reviews the CSR to determine how an existing customer is listed in the directory, where the customer's bill is directed, and the services currently provided to the customer. For some transactions, such as conversions, a U S WEST representative views limited CSR information using SONAR. For other transactions, a U S WEST representative enters the telephone number to retrieve the CSR from Business Operation Support System (BOSS) for U S WEST's central and eastern region customers, or Customer Account Record System (CARS) for western region customers.

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Getting a CSR for the working telephone number (WTN) allows the CLEC representative to immediately review the current directory listing, billing name, billing address, and the services and equipment at the service location(s). The CLEC representative enters basic information, such as WTN, customer name and address, to retrieve the CSR. When a WTN is not applicable to the service, the CLEC representative can enter the circuit ID associated with the service to retrieve the appropriated CSR. IMA accesses and retrieves the CSR from BOSS/CARS. IMA returns the related LSR information to the CLEC in an understandable format.

Telephone Number Process

Telephone number selection is necessary when requesting a new service, a new line on an existing service, change of telephone number, or moving to an area outside of the current local service office. In addition to typical address information, the U S WEST retail representative can also request that available telephone numbers be returned during address verification performed using PREMIS. Optionally, the U S WEST representative can select a telephone number, for POTS orders, using SONAR, during the order entry process. This telephone number should be the number assigned to the finished service when the order is provisioned. The SONAR interface supports reserving this telephone number, in PREMIS, during the order process.

As part of IMA, the telephone number process consists of four functions: telephone number availability, selection, exchange and return. For POTS products, the IMA interface enables a CLEC representative to select a telephone number that will be the number assigned when the service is provisioned. The CLEC representative can choose to reserve the telephone number as part of the pre-order or the order process. The

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selected TN(s) has a specific timeframe, 24 business hours, in which to be included on a submitted service request, or the TN(s) is automatically returned and made available. Selection of a telephone number for appropriate non-POTS products is not available using IMA at this time. However, it is not available for U S WEST retail either. The CLEC representative may obtain this type of telephone number by calling the ISC; a process which is similar to that used by a U S WEST representative.

POTS-related functions in IMA enable CLEC representatives to offer alternate telephone numbers if the customer does not like the initial selection. For POTS products, IMA offers up to nine alternates. In SONAR, only one telephone number is presented to the U S WEST service representative. If the customer does not like the telephone number, the U S WEST representative must enter another OSS, PREMIS, to select an alternate telephone number. Three telephone numbers are presented in PREMIS from which the customer may select.

In certain cases, requirements for telephone number selection exceed the automated capabilities of both internal and IMA interfaces. For example, to request vanity telephone number selection, or orders with more than nine lines, both U S WEST retail and IMA users must call the U S WEST department which selects telephone numbers according to customer specifications. SONAR, IFE and IMA interfaces then allow these manually selected telephone numbers to be entered on the order so they can be provisioned for service.

Appointment Scheduling

If a technician needs to be dispatched to the premises, an appointment can be scheduled. For POTS, the U S WEST retail representative

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accesses the Appointment Scheduler system either directly or by using SONAR during the order process. This system will return to the representative a calendar of available appointments. Using a printed job aide, the representative calculates the due date based on the type of service being requested. An appointment can then be scheduled either on or after the calculated due date. If the appointment is scheduled after the calculated due date, the actual due date entered on the service order is the same date as the appointment date. The customer chooses an appointment, and the U S WEST representative then enters the agreed-upon date, time and other miscellaneous information in SONAR. For non-POTS services, the U S WEST representative uses the printed job aide in the same way as for POTS service, except that the information is then entered into IFE, not SONAR, and provided to the customer.

The IMA interface also uses the Appointment Scheduler system for POTS orders, in a similar manner as it is accessed internally by SONAR. A reserved appointment time has a specific timeframe, 24 business hours, in which to be included on a submitted service request, or the appointment is automatically returned and made available. If an order is submitted without an appointment, and one is required, the ISC will contact the CLEC to make an appointment. Regardless of whether an appointment is scheduled, the CLEC representative uses the standard intervals published in the Interconnection and Resale Resource Guide (IRRG), to determine the due date and time for completion of orders, which is the same process used by the U S WEST retail representative.

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PRE-ORDER FUNCTIONS FOR UNBUNDLED NETWORK ELEMENTS

Because there is no retail analogue for the pre-ordering of unbundled network elements (UNEs), there is no internal U S WEST legacy systems comparable to the IMA system described in this section.

Unbundled Loop

Only two pre-order activities are necessary when ordering an unbundled loop; address verification and facility check. An additional pre-order function that could be performed is a CSR review. The address verification and CSR review functions can be performed, using IMA, in the manner previously described in this section.

Facility Availability

The CLEC representative can also use IMA to obtain an estimate regarding the availability and characteristics of services in the area necessary to provide unbundled loop service as requested by the customer. Either the service address, WTN and zip code or the circuit ID, Local Service Office (LSO) and zip code are entered, using IMA, to determine if a POTS loop can be converted to an unbundled loop. The information presented is retrieved from LFACS.

<u>Unbundled Switch Analog Line Side Port and Unbundled Switch Digital</u> <u>Line-Side Port</u>

The telephone number transactions apply to a request for an unbundled switch port. This is because U S WEST performs the switching function with a switch port. Two other transactions could be used: address verification and CSR review. These functions can be performed, using IMA, in the manner previously described in this section.

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Interim and Local Number Portability Products

While no pre-order activities are necessary for ordering interim number portability (INP) or local number portability (LNP), certain pre-order activities may be performed using IMA. The following two functions could be used: address verification and CSR review. These functions can be performed, using IMA, in the manner previously described in this section.

PRE-ORDER COMPARISON

As described, U S WEST provides CLECs with pre-order information equal in quality in substantially the same time and manner at it provides to itself. However a limited number of insignificant differences exist. For example, CLECs must select a billing account number (BAN) at the time they complete the local service request forms (LSRs). The BAN identifies the CLEC's summary bill to which the customer accounts belongs. The Ordering and Billing Forum (OBF) required the BAN as part of the LSR and U S WEST has implemented the BAN consistent with the OBF's definition. In contrast, U S WEST' retail representatives do not have to select the billing cycle; the bill date which defines the start of the billing cycle is defined by the NPA/NXX of the customer's telephone number.

There are also several instances in which the processes used by the CLEC's representative are more user-friendly than that employed by the U S WEST representative. The U S WEST representative must log on to many different systems and perform different activities to get the equivalent information that a CLEC representative can access after logging on to just one system, IMA.

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2. ORDERING & PROVISIONING

Three major functions make up the ordering and provisioning process: (1) the receipt of a request for service, generally an LSR; (2) service order generation; and (3) service order processing.

U S WEST and CLEC orders use different interfaces on the front end where the request for local services is generated. However, once a service order has been generated, all orders, regardless of their origin, travel the same path through the U S WEST order processes.

The following section first presents descriptions of internal U S WEST and IMA functions for both POTS and non-POTS related services. Next, network elements and miscellaneous products are discussed. Lastly, an analysis of the order and provisioning process is presented.

The basic course of managing and completing a CLEC order is comparable to managing and completing an internal U S WEST service order. There are ten major functions included in the ordering and provisioning phase: product and service selection, customer listing creation, billing information establishment, summary information review, order storage and retrieval, order submission (which includes rejection notices and FOCs, which are provided only to CLECs), supplemental order submission, order inquiry, order completion and posting to the customer service record.

ORDERING & PROVISIONING FUNCTIONS: POTS AND NON-POTS PRODUCTS

Product and Service Selection

For U S WEST retail orders, based on the customer request, the U S WEST representative uses the SONAR internal interface to select from a list of POTS services and products, including lines, features,

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maintenance and other services and equipment. Each service or product has a unique code and an associated fee. The list of products presented to the internal representative includes only those available at the current customer location (based on the central office).

For CLECs, the IMA interface uses the same POTS service and product code information displayed in SONAR to provide the CLEC the ability to enter service and product codes from a list. The list provided also includes only those POTS services and products available for a specific NPA/NXX.

For non-POTS services, both the U S WEST retail representative and the CLEC representative must use manual procedures to determine the product and service code information. Both U S WEST and CLEC representatives are provided with a job aide containing the product and service code information.

<u>Customer Listing Creation</u>

The U S WEST retail representative must specify whether the customer desires to appear in the white page directory and whether the customer desires the telephone number be provided through directory assistance. The customer listing includes specific information on how the customer name should appear. For simple listings, the U S WEST representative enters the customer listing information into SONAR. A complex listing is one that requires special indenting and formatting. For complex listings, the U S WEST representative forwards the information, via facsimile, to the internal Operator Information Services (OIS). A representative from this group then enters the information directly into the Listing Services System (LSS).

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The IMA interface enables the CLEC to enter and process both simple and complex customer listing information. The ISC transmits complex listings to the internal Operator Information Services (OIS) group for entry directly into LSS.

Billing Information Establishment

With the entry of a U S WEST order for new service, a billing account must be established. Billing account information includes mailing information to direct the bills for monthly charges to the responsible individual at the correct address. The U S WEST retail representative enters the customer's billing name, service address and mailing address number into SONAR for POTS, or IFE for non-POTS service orders.

Although the establishment of billing information for a U S WEST end-user customer has some similarities with the establishment of billing information for a CLEC, they differ in the data that is actually collected. The U S WEST retail unit must enter end-user billing information, because U S WEST bills the end-user for service. Since the CLEC will maintain end-user billing information in its own system and bill its end-users in a manner it considers appropriate, the CLEC must select previously-defined billing information so U S WEST can bill the CLEC for the service.

Prior to the entry of any CLEC order, a billing account (summary bill account) must have been previously established with U S WEST. The CLEC administrator enters the summary billing account number in the CLEC profile. This summary billing account number is then entered as part of the Local Service Request (LSR) form.

U S WEST produces reports for CLECs to support the administration of their accounts. These reports include information on completed service orders, which confirm for the CLECs when their customers' orders have

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been successfully provisioned for service on U S WEST facilities. The completion report also tells the CLEC when it can begin billing the customer as its own. A completion report is provided for both new customers and service changes.

A loss report is provided to the CLEC when a customer terminates service and moves to another CLEC or back to U S WEST. CLECs receive disconnect order information on their completion reports. CLECs use the loss report to tell them to stop billing a customer. (Refer to the Order Completion section for additional completion and loss report details.)

Summary Information Review

The U S WEST retail representative views the negotiated service order and reviews it with the customer to make sure it is accurate. The U S WEST representative uses SONAR, or IFE, to review the order and make necessary modifications. When the customer verifies the order, the U S WEST representative enters a function key to proceed.

The CLEC representative can also review order summary information with the customer to make sure it is accurate. Once LSRs have been transmitted, they can be retrieved and reviewed by the CLEC representative. Even partially entered LSRs can be saved, and later retrieved using IMA.

Order Storage and Retrieval

The U S WEST retail representative has the ability to place an unfinished or finished service order in a held "pending" status instead of submitting the service order. The retail representative can use either the order number or the telephone number on the order to later retrieve the held

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order. A "pending" service order can be retrieved, edited, completed, or submitted for 30 calendar days.

When the CLEC representative has begun to enter the LSR and chooses to save the partially entered order for retrieval at a later time, the LSR is placed in a pending state (IMA status "pending"). The LSR can be reviewed, edited, re-saved, submitted, or purged from the system for 30 calendar days.

Order Submission

When the customer accepts the order, the U S WEST retail representative submits the order for processing. The submitted service order is sent from SONAR to the Service Order Processor (SOP) for further processing and provisioning. In the case of a non-POTS service, the orders are sent from IFE to the SOP. However, SONAR and IFE do not support all products. For POTS, if SONAR does not support the product being offered, the representative sends an email message to the order center where an order typist retypes the information directly into the applicable SOP (creates a service order). For designed services, the representative types the information in the SOP.

At this stage, the CLEC representative submits the LSR for processing. The IMA interface allows the CLEC representative to know that an LSR has been transmitted to U S WEST (IMA status "submitted"). Once the U S WEST ISC representative has reviewed the LSR (IMA status "in review") and successfully translated the LSR into a service order, it is submitted (IMA status "issued") to the SOP. Once issued, the CLEC is sent a Local Service Request Confirmation (LSRC, also known as a Firm Order Confirmation (FOC)). If an order contains errors (IMA status "errored"), the ISC representative attempts to contact the CLEC to correct

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the order and meet the scheduled commitment date prior to rejecting the order (IMA status "rejected"). If the due date for a particular order is in jeopardy of being met, the ISC can enter a jeopardy notification into IMA and send the notification to the CLEC (IMA status "jeopardy"). If the order is not corrected in time to meet the commitment date, the ISC will reject the order (IMA status "rejected"). If U S WEST rejects the order, a reject notification is returned detailing the reasons for order rejection. Once the order has been issued, an LSRC can be returned electronically (via E-mail) or by facsimile.

Supplemental Order Submission

The original service order is corrected or canceled by the issuance of a supplemental service order. The U S WEST representative corrects the submitted service order, in the SOP or in SONAR, and a supplemental service order is then generated.

The IMA interface allows the CLEC representative to create supplemental orders, and even recalls the original order when an IMA generated-order needs modification. Only the fields being modified/supplemented need to be completed. Supplemental orders submitted via IMA are processed in the same manner as the original order, including sending the CLEC an LSRC (also known as an FOC). An LSRC is generated and returned to the CLEC upon successful entry of the supplemental order in the SOP. This LSRC is in addition to the LSRC generated from the original service order.

Order Inquiry

A U S WEST retail representative may inquire about the status of a pending service order by retrieving the order and reviewing it with the customer. The representative enters the telephone number or order

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number in the SOP and the service order is retrieved. The order can also be viewed and status checked using the Work Force Administration - Dispatch Out (WFA-DO) system. The status available in WFA-DO is the status of the order in the assigned technician work log. In the case of a non-POTS service, the Event Tracker system can also be used to view the service order status.

The CLEC representative can inquire about the status of an order using IMA. As the order progresses through the order submission and order process phases, the order status is updated in the IMA Firm Order Management (FOM) database.

Order Completion

Both U S WEST-generated and IMA-generated service orders are processed in the same manner once the orders enter the SOP. The SOPs and the various provisioning systems receive and process the service order. Upon successful completion of provisioning, the service order is updated and the status is changed to "complete" in a nightly batch run. Service order data is extracted from the SOP and used to generate both the completion and loss reports. Both U S WEST and CLECs receive loss reports. For U S WEST, this report provides information on its customers that transferred to a CLEC or disconnected service with U S WEST. For a CLEC, this report provides information on its customers that transferred service to another CLEC, have returned to U S WEST, or disconnected service with the CLEC. The completion report is produced, for CLECs only, to detail those customers that were successfully transferred to the CLEC or established new service. At the same time, this information is used to update the status of a CLEC order in the IMA FOM database to "complete." U S WEST retail does not receive any

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proactive order completion information. Both of these daily reports are transmitted electronically via direct connect Network Data Mover (NDM), dial-up NDM or electronic facsimile.

Posting to Customer Service Record

Once either a CLEC or U S WEST service order is provisioned, its internal status is changed in the SOP to "complete" in a nightly batch run. All completed service orders are sent to the billing system, CRIS. After the billing related information is updated in CRIS, the service order information is sent nightly to the system that presents the customer service record, BOSS/CARS.

ORDERING & PROVISIONING FUNCTIONS FOR UNBUNDLED NETWORK ELEMENTS

Because there is no retail analogue for the ordering and provisioning of unbundled network elements, there is no internal U S WEST legacy systems to compare with the provisioning of UNE LSRs submitted using IMA.

Unbundled Loop

The basic course of managing and completing an unbundled loop is similar to that of non-POTS products however, differences do exist. For example, the processing of an unbundled loop order does not include the selection of a telephone number or the listing of customer information. There are nine major functions included in the ordering of an unbundled loop: billing information establishment, summary information review, order storage and retrieval, order submission, supplemental order submission, order inquiry, order completion, and posting of the CSR.

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Billing Information Establishment

Prior to the entry of any CLEC order, billing accounts (summary bill accounts) must have been previously established by U S WEST. The CLEC administrator enters summary billing account numbers in the CLEC profile. The CLEC representative must select previously defined billing information, which is then entered as part of the LSR form.

Summary Information Review

The CLEC representative can also review order summary information with the customer to make sure it is accurate. Once LSRs have been transmitted, they can be retrieved and reviewed by the CLEC representative. Even partially entered LSRs (a pending LSR) can be saved, and later retrieved using IMA.

Order Storage and Retrieval

When the CLEC representative has begun to enter the LSR and chooses to save the partially entered order for retrieval at a later time, the LSR is placed in a pending state (IMA status "pending"). A pending LSR can be reviewed, edited, re-saved, submitted, or purged from the system for a specific timeframe, 30 calendar days.

Order Submission

The IMA interface allows the CLEC representative to know that an LSR has been transmitted to U S WEST (IMA status "submitted"). Once the U S WEST ISC representative has reviewed the LSR (IMA status "in review") and successfully translated it to a service order, which is submitted (IMA status "issued") to the SOP, the CLEC is sent an LSRC (also known as an FOC). If an order contains errors (IMA

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status "errored"), the ISC representative attempts to contact the CLEC to correct the order and meet the scheduled commitment date prior to rejecting the order (IMA status "rejected"). If the due date for a particular order is in jeopardy of being met, the ISC can enter a jeopardy notification into IMA and send the notification to the CLEC (IMA status "jeopardy"). If the order is not corrected in time to meet the commitment date, the ISC will reject the order (IMA status "rejected"). If U S WEST rejects the order, a reject notification is returned detailing the reasons for order rejection. Once the order has been issued, an LSRC can be returned electronically (via E-mail) or by facsimile.

Supplemental Order Submission

The IMA interface allows the CLEC representative to create supplemental orders, and even recalls the original order when an IMA generated-order needs modification. Only the fields being modified/supplemented need to be completed. Supplemental orders submitted via IMA are processed in the same manner as the original order, including sending the CLEC an LSRC (also known as an FOC). A LSRC is generated and returned to the CLEC upon successful entry of the supplemental order in the SOP. This LSRC is in addition to the LSRC generated from the original service order.

Order Inquiry

The CLEC representative can inquire about the status of an order using IMA. As the order progresses through the order submission and order process phases, the order status is updated in the IMA Firm Order Management (FOM) database.

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Order Completion

Once the service order has been entered into and successfully processed by the SOP, the service order is updated and the status is changed to "complete" in a nightly batch run. The SOP sends the service order information to CRIS.

Posting to Customer Service Record

All completed service orders are sent to the billing system, CRIS. After the billing related information has been updated in CRIS, the service order information is sent nightly to the system that presents the customer service record, BOSS/CARS.

<u>Unbundled Switch Analog Line Side Port and Unbundled Switch Digital</u> <u>Line-Side Port</u>

The basic course of managing and completing an order for an unbundled switch analog line-side port or an unbundled switch digital line-side port, using IMA, is similar to that of a non-POTS product. There are nine major functions included in the ordering of these elements: product and service selection, billing information establishment, summary information review, order storage and retrieval, order submission, supplemental order submission, order query, order completion, and posting of the customer service record. All of these functions are performed in a manner as described in this section for unbundled loop.

<u>Unbundled Dedicated Interoffice Transport (UDIT)</u>

The CLEC representative interfaces with EXACT (EXchange Access Control Tracking) to order this type of service. The ASR (Access Service Request) is created by the CLEC representative and submitted to

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U S WEST for review and completion, and then forwarded to the appropriate SOP.

Shared Transport and Customized Routing

Ordering shared transport is accomplished with the ordering of unbundled switch ports: simply, a line class code is included on the request for a line-side switch port. This assures that the CLEC customer traffic will be routed over shared trunks. Customized routing is ordered on the ASR for a trunk-side switch port in conjunction with an order (ASR) for UDIT. These orders are related and the necessary information is included so that U S WEST knows to connect the specific trunk-side switch port with the specified trunk group.

UNE Combinations

U S WEST allows the CLECs to order unbundled network elements individually or for combination. The CLEC can use IMA to order the unbundled loop for combination with the unbundled analog switch port, or the unbundled digital switch port for combination with shared transport, or for combination of all three, by using a related purchase order number (RPON) and the line class code field on the LSR. If the CLEC would prefer unbundled direct interoffice transport to shared transport, another interface (EXACT) is used, but the RPON can still be used.

Interim and Local Number Portability (INP and LNP)

The basic course of managing and completing an order for INP and LNP, using IMA, is similar to that of non-POTS product. There are nine major functions included in the ordering of INP and LNP: product and service selection, billing information establishment, summary information review, order storage and retrieval, order submission, supplemental order

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submission, order inquiry, order completion, and posting of the customer service record. All of these functions are performed in a manner described in this section for unbundled loop.

ORDERING & PROVISIONING COMPARISION

As described, U S WEST provides CLECs with order information equal in quality in substantially the same time an manner as it provides to itself. However differences may exist. Functionality that requires manual processing by a CLEC representative generally requires manual processing by the U S WEST representative, as well. Therefore, U S WEST's current infrastructure can support the manual processing required as a result of the additional CLEC volume. Additionally, IMA's design has been based on OBF standards, allowing the CLEC representative some consistency with other Bell Operating Companies (BOCs) employing national standards. U S WEST representatives, on the other hand, perform ordering functions using diverse non-OBF standard interfaces.

3. REPAIR

At U S WEST, the activity referred to as repair is comprised of a set of transactions involving a trouble report. A trouble report or "ticket" is the fundamental unit of all repair activities. A trouble ticket identifies the customer, the service with which he or she is experiencing trouble, a description of the trouble, and the status of the activities taken to resolve the trouble. Each repair transaction involves some action in the life cycle of a trouble report.

Six major repair functions will be described in detail regarding how they are implemented for both U S WEST and CLECs. These major functions are: (1) create and submit a trouble report, (2) maintain a trouble report, (3) inquire on

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the current status of a trouble report, (4) receive active notification of status change, (5) cancel a trouble report, and (6) close a trouble report.

There are additional functions in the life-cycle of a trouble ticket that will not be described in detail because they are functions that will always be performed by U S WEST's OSSs and U S WEST personnel, for both U S WEST and CLEC-originated trouble tickets. These are functions such as screening, routing and dispatching tickets. They include direct operations on network elements, such as detailed testing and actual maintenance of network hardware and software. These back-end functions of repair reflect the fact that the facilities in question are owned and operated by U S WEST, whether the end-user customer is serviced by U S WEST or a CLEC. At the facilities level, U S WEST responds to trouble tickets in a non-discriminate manner, regardless of their source.

HOW REPAIR FUNCTIONS VARY FOR DIFFERENT PRODUCTS U S WEST OFFERS (BOTH TO ITS OWN RETAIL CUSTOMERS AND TO CLECS)

Repair functions differ slightly for POTS as opposed to non-POTS offerings. Resale products can be POTS or non-POTS, and, as resale products, they are treated similarly to the internal products to which they correspond. This is because the basic characteristics of the products are very similar, regardless of whether they are sold to a CLEC for resale or sold directly to a U S WEST retail customer. For example, repair functions for resale POTS are conducted similarly to repair functions for POTS sold to U S WEST retail customers. Unbundled network elements, on the other hand, are designed specifically as products which are offered to CLECs, and are not analogous to products which U S WEST offers to its own retail customers. However, unbundled network elements have characteristics that require them to be treated like non-POTS offerings for purposes of repair, so the descriptions

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that follow for non-POTS repair apply to repair of unbundled network elements.

INTERFACES AND OSS USED INTERNALLY BY U S WEST TO PERFORM REPAIR FUNCTIONS

U S WEST uses two major OSS for repair functions: Loop Management Operation System (LMOS) and Work Force Administration/Control (WFA/C). POTS repair tickets are processed by LMOS and non-POTS repair tickets are processed by WFA/C. Internally, U S WEST representatives access these OSS using a graphical interface called DELIVER. DELIVER provides slightly different capabilities for accessing POTS repair functions in LMOS from what it does for non-POTS repair functions in WFA/C.

LMOS and WFA/C in turn use additional OSS. All systems that are used by LMOS and WFA/C are used equivalently for U S WEST and CLEC repair functions. These systems perform the functions described above, such as screening, routing and dispatching tickets, testing circuits and resolving trouble. The back-end repair systems, including some of the detailed functions of LMOS, WFA/C and the systems with which they communicate, will not be described in detail for comparison of U S WEST and CLEC capabilities. This is because such systems are not used differently for CLEC-and U S WEST-originated trouble tickets. The comparison in this document will focus on the interfaces and the major OSS functions in the repair transaction life cycle.

INTERFACES AND OSS OFFERED BY CLECS TO PERFORM REPAIR FUNCTIONS

U S WEST offers specially developed interfaces to enable CLECs to access the same OSS functions U S WEST uses internally to handle repair. As

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stated earlier, the repair functions needed by CLECs are those that enable them to interact with the front-end of the repair life cycle: the abilities to create, modify, inquire, receive active notification of status changes, cancel, or close a ticket. The interfaces available to CLECs are designed specifically to support these functions.

CLECs can use IMA as a repair interface for both POTS and non-POTS offerings. For POTS repair, CLECs use IMA to access the capabilities of LMOS. For non-POTS repair, including unbundled network elements, CLECs use IMA to access the capabilities of WFA/C. Whether IMA is providing access to LMOS or WFA/C, it uses MEDIated ACCess (MEDIACC) as a gateway to the applicable U S WEST OSS. MEDIACC is an interface to the U S WEST repair systems that was originally developed for interexchange carriers to submit trouble tickets and is fully compliant with national standards. IMA formats repair transactions according to MEDIACC specifications.

REPAIR FUNCTIONS FOR POTS, NON-POTS AND UNBUNDLED NETWORK ELEMENTS

The following sections describe each of the six major repair functions - create, inquire, modify, receive active notification of status changes, cancel, and close a trouble ticket. Within each section (i.e., Create a Trouble Ticket) the first part describes the functionality available to U S WEST representatives for U S WEST retail customers and the second part describes the comparable functionality available to CLEC representatives using IMA to perform repair functions for their retail customers.

All major repair functions are described first for POTS, including a comparison of U S WEST and CLEC access to these functions. Following that, non-POTS repair functions are described and compared. Non-POTS

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repair functions are described only where they differ from POTS repair functions. Where POTS and non-POTS repair functions are essentially the same, the description and comparison are not repeated for non-POTS. Non-POTS repair functions are used for both non-POTS resold products and for unbundled network elements.

Create a Repair Ticket

Creating a trouble ticket involves entering sufficient data to describe the trouble and to submit the ticket from the interface to the OSS that creates a record of the ticket and tracks its status. Entering sufficient data requires identifying the customer and describing the trouble as reported. U S WEST retail representatives verify that they have the correct customer by retrieving a line record (information about the line in question) and asking the customer to verify their address and comparing the customer's address with the address on the line record. U S WEST representatives may also perform a feature verification to determine if a customer has called with a mistaken impression of what features they expect to use with their telephone service. To do this, the U S WEST representative retrieves the customer service record and determines what has been ordered for the account. Additionally, an inquiry of the switch is made to determine which features have been recorded at the switch. Creating a ticket is complete when the U S WEST representative submits the ticket from the interface to LMOS for subsequent activity by internal U S WEST repair technicians and representatives. When a trouble ticket is created in LMOS, LMOS automatically initiates a line test that will be performed by the Mechanized Loop Testing (MLT) OSS. High-level test results may give the U S WEST representative basic information about

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the status of the line. Detailed data from the test can be used in back-end U S WEST repair functions to diagnose problems with the line.

A CLEC using IMA for POTS repair can perform the functions described above to create a trouble ticket, although in some situations a call by the CLEC to a U S WEST repair center is also required. A CLEC representative can determine which features have been ordered for a line by querying the customer service record. A CLEC representative can call U S WEST to determine what features have actually been requested on the network for a specific line. A U S WEST representative will guery a U S WEST network OSS and provide network feature information to the CLEC. When a CLEC representative submits a trouble ticket, LMOS initiates an MLT line test, just as it does for internally generated tickets. The CLEC can be notified of the high level results by facsimile or email, similar to the active notification of status change (active notification will be discussed in a later section). Alternatively, the CLEC representative can learn the high level results of the line test by calling a U S WEST repair center representative. Both the high level and the detailed test results, however, are best used by U S WEST to investigate and resolve the trouble reported on the line and close the ticket.

Inquire / Modify A Trouble Ticket

For U S WEST representatives handling internal POTS trouble tickets, inquiring and modifying are interrelated. Inquire and modify are separate functions, but they will be discussed together to show their interrelationship. Modifications to a trouble ticket are performed by creating and submitting a new record in the LMOS OSS. The modified trouble ticket is called a subsequent report. Inquiring on the status of a trouble ticket requires the creation of a subsequent report, if only to

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indicate that an inquiry was performed. Hence, inquiring creates a minor modification to the ticket.

When U S WEST representatives inquire on a trouble ticket, they enter the telephone number (for POTS service) and retrieve the line information, the history and status of the trouble ticket to date and the high level MLT test results. LMOS requires the representative to create a subsequent report even for this inquiry. This is a means of tracking the fact that the status was checked. If the ticket is merely being inquired upon, the subsequent report is recorded as a "Status Only" report.

When U S WEST representatives seek to update a trouble ticket, they retrieve the ticket by the same means as for an inquiry. They create a subsequent report that updates the original ticket with new information, such as a new or additional description of the trouble, or a new commitment time. Modifications to a trouble ticket may also come from U S WEST internal repair technicians who are acting on the ticket. U S WEST repair technicians control some modifications, such as changes to commitment time. Once U S WEST repair technicians begin working on the network to resolve a trouble ticket, the U S WEST representative will be limited in the aspects of the trouble ticket that can change.

CLEC representatives can use IMA to inquire on the status of a trouble ticket. CLEC representatives select a ticket or tickets based on selection criteria they enter into IMA. They obtain a summary list of tickets that match the criteria. The summary shows the most recent status of the ticket and the date and time that status was set. CLEC representatives can select from the summary list to view additional detail for an individual ticket.

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CLEC representatives can modify a trouble ticket using IMA. Once U S WEST repair technicians begin working on the network to resolve a trouble ticket, the CLEC representative is limited in the aspects of the trouble ticket that can change. Once the functions of repair have started, updates are screened to coordinate properly with progress already made on the back-end.

One important example of a ticket modification - canceling a ticket - is enabled by a special function in IMA, which is discussed in a separate section below.

Active Status Change Notification

Active notification of status changes is a special capability of the IMA / MEDIACC interface, which CLECs use to submit POTS trouble tickets to LMOS. Internal U S WEST representatives do not receive active notification of status changes for trouble tickets, but must query the repair OSS to obtain the status.

The IMA/MEDIACC interface to POTS repair functions in LMOS supports active notification to CLEC representatives when changes to the status of a trouble ticket occur. When CLEC representatives create a trouble ticket, they indicate whether they want to receive this notification via facsimile, email, or not at all. If they have chosen facsimile or email, they will receive notification via that medium each time the status of the ticket is updated; for example, from a status of "Open/Active" to "Cleared."

Cancel a Trouble Ticket

Trouble tickets can be canceled by submitting a subsequent report that identifies the ticket as a canceled ticket. Using a subsequent report to accomplish this function makes canceling a ticket similar to modifying a

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ticket, except that the result is to notify U S WEST representatives and technicians to cease action to resolve the trouble. The canceled ticket remains as a record that the repair activities ended in cancellation rather than closure of the ticket.

The IMA interface enables CLEC representatives to cancel trouble tickets by providing a special button on an IMA screen. Clicking on this button generates the subsequent report, which indicates the ticket is canceled in LMOS. The ticket can only be canceled without charge up to a certain point in the trouble resolution process. For example, if a technician has been dispatched prior to the time the CLEC entered the cancellation of the trouble ticket, the CLEC may still be charged for the repair activities.

Close a Trouble Ticket

For both U S WEST- and CLEC-generated POTS trouble tickets the tickets are closed by technicians once they have addressed the problems defined on the ticket.

Non-Pots Repair Functions Only As They Differ From Pots Repair Functions

There are two major differences in handling trouble tickets for non-POTS products as compared to POTS products: (1) non-POTS tickets contain slightly different information on the ticket, and (2) non-POTS tickets are not closed internally by technicians, but have an authorization step built into the closure function.

Create a Non-POTS Ticket

An important example of the different information required to create and submit a non-POTS trouble ticket as compared to a POTS trouble ticket, is the inclusion of the circuit ID. A telephone number identifies

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POTS tickets. The telephone number is used to identify the trouble ticket at each step in the repair life cycle. The corresponding element in a non-POTS ticket is the circuit ID. The IMA function to create a non-POTS trouble ticket requires the CLEC representative to enter a circuit ID to track the service being investigated on the ticket. A non-POTS service, such as a T1 line, has a circuit ID. An unbundled loop also has a circuit ID by which non-POTS repair activities are tracked.

Other types of information required to create a non-POTS ticket, in contrast to a POTS ticket, include special times when circuits will be available for testing and monitoring, and a contact person.

Close a Non-POTS Ticket

The closure process for non-POTS trouble tickets adds a step to request verification or authorization to close the ticket. This enables the user of the service to verify whether the problem is resolved and then either confirm the closure of the ticket or leave it open for further investigation. The user of the service for U S WEST internal customers is the U S WEST retail customer. The user of the service for CLECs is the CLEC representative, working on behalf of the CLEC's end-user customer. U S WEST offers the same authorization step to CLEC users through IMA, as U S WEST users have through internal interfaces.

REPAIR COMPARISON

Repair functions generally involve U S WEST network facilities, and, therefore, rely on U S WEST representatives and technicians to interact with U S WEST's OSSs and network facilities on behalf of the end-user. Whether the end-user is a U S WEST retail customer or a CLEC's end-user customer, once the repair report reaches U S WEST repair personnel, the responsibility

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and control for resolution of the issue in U S WEST's network rests with U S WEST. U S WEST's relationship with the end-user relies heavily upon communication between the U S WEST repair technicians and the end-user. U S WEST's IMA interface makes key repair functions and information available to the CLEC, which enable the CLEC to provide its end-user with the same service that U S WEST provides to its own end-users. This arrangement helps make the CLEC efficient and transparent as the intermediary between the end-user's issue and U S WEST's repair functions. Because communication is an important part of supporting CLEC repair issues, U S WEST provides CLECs with active notification of POTS and non-POTS trouble ticket status changes. Active notification is not provided to U S WEST internal repair representatives.

U S WEST supports an additional role for the CLEC, which comes into play when the source of the trouble does not rest within U S WEST's network facilities. At times, trouble can result when customers have either an incorrect understanding of the service they have requested or how to use their service. In this instance, U S WEST supports the CLEC through access to the U S WEST customer service record. By reviewing the customer service record the CLEC can identify whether network activities are at issue thereby saving time and cost.

4. BILLING

In addressing billing interfaces and OSSs, it is necessary to point out that the relationship between U S WEST and a CLEC for billing functions is not the same as their relationship for other OSS functions. For functions such as pre-order, order and repair, U S WEST must enable the CLEC to perform the same functions that U S WEST representatives perform. CLEC representatives and U S WEST representatives both must enter an order, for

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example. In the billing function, both U S WEST and the CLEC need to generate a retail bill to their respective customers.

The data that U S WEST provides to support a CLEC's billing includes data pertaining to resold products, unbundled network elements and interconnection between U S WEST and CLEC facilities.

DATA PROVIDED TO SUPPORT CLECS' RETAIL BILLING FUNCTIONS

U S WEST's OSSs generate data that CLECs use to perform their billing function. This is because CLEC services are provided on U S WEST's network facilities or by interconnecting with U S WEST facilities. There are two types of U S WEST-generated data required by CLECs to perform CLEC billing functions: (1) usage data and (2) customer activity data. Optionally, the CLEC may choose to use a third type of data: (3) a monthly wholesale bill. The remainder of the billing section has been organized to first describe how each of these types of data supports CLEC retail billing and how U S WEST provides the data. Lastly, a comparison is presented of the billing process.

Usage Data For Usage-Sensitive Charges

Usage data detail charges that are based on the number, distance and duration of individual calls. The primary example of usage data is call records for intraLATA (toll) calls. A call record exists for each call that will be billed on a usage basis. The call record contains information on the origin, termination, and duration of the call. This information enables a CLEC to apply a formula and determine a price for the call. CLECs will apply their pricing formulas to usage data and generate charges to bill their customers. Usage data from U S WEST's OSSs are an essential input to this CLEC function. The source for usage data, the daily usage feed, is the same for U S WEST as it is for CLECs. This is true whether

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those calls are placed by U S WEST retail customers or by a CLEC's enduser customers.

Daily Usage Feed

Usage processing captures recorded usage of the U S WEST telephone network by CLEC customers. U S WEST keeps this data for use in generating a monthly wholesale bill to the CLEC. U S WEST also provides this data to the CLEC, which uses the usage data to prepare a bill for its end-user customer. Usage is provided to the CLEC via a daily usage feed. The daily usage feed is an output of the same usage processing stream that U S WEST uses to capture usage for its own retail customers. It runs every business day. Usage data is gathered via the Automatic Message Accounting (AMA) OSS and then processed in the CRIS OSS.

When usage records are first gathered from AMA, the identity of the local service provider (i.e., U S WEST or a CLEC) is not on the record; therefore, CLEC and U S WEST usage records cannot be distinguished. The first point in usage processing where the customer identity is known is in CRIS. CRIS provides a cross-reference file that determines whether the usage belongs to U S WEST or CLEC customers, based on the calling telephone number on the usage record. At this point, CLEC usage can be separated from U S WEST, and the usage data is extracted for the daily usage feed to the CLEC.

The daily usage feed uses the industry-standard Exchange Message Interface (EMI) record format. The daily usage feed is provided to the CLEC on a business day basis, approximately three days after the data is recorded on the switch. CLECs input the usage data into their billing systems, for use in creating a bill for their local customers.

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CLECs can also use the usage data to verify the monthly wholesale bill they receive from U S WEST.

Customer Activity Data To Start And Stop Billing Correctly

CLECs need to know when customers join and leave the CLEC as their local service provider. This information tells the CLEC when to start and stop billing each customer. The completion and loss reports that U S WEST provides to the CLEC give the CLEC the customer activity information needed to support CLEC retail billing.

Completion and Loss Reports

The completion and loss reports inform the CLEC when essential changes in status of the end-user customer occur. These are the same reports described in the Ordering & Provisioning Section, which communicate order activity to CLECs. The completion report gives the CLEC confirmation of specific order completion dates, thereby supporting the CLEC billing process by giving it a start date for its customer. Likewise, the loss report confirms for a CLEC the date to apply as a billing end date.

Monthly Wholesale Bill

In addition to the data sources described above for each data type,
U S WEST produces a monthly wholesale bill to the CLEC, so U S WEST
can bill and collect for wholesale services rendered. The monthly
wholesale bill is a component of the business relationship between
U S WEST and the CLEC, and is not directly a tool to support the CLEC's
billing functions. However, the CLEC can choose to use information on
the monthly wholesale bill to verify its internal management of billing
information (i.e., usage- and non-usage-based charges), or the CLEC
may use the information in the monthly wholesale bill directly to support its

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billing process. For example, the CLEC can use the monthly bill to verify or reconcile charges and other activities that have an impact on its enduser customers.

CRIS produces the monthly billing feed using the industry-standard Electronic Data Interface (EDI) transaction set number 811. The format of this bill is the same as that used by U S WEST to bill its existing large customers. To prepare this bill for a CLEC, U S WEST applies wholesale tariffs appropriate for CLECs and runs CRIS bill-cycle processing, and bills the CLEC at the summary account level. CLECs can negotiate their preferred bill cycle and bill date. The bill information provided to the CLEC includes charges and account balances. Charges are broken down in categories such as recurring charges, usage and taxes.

BILLING COMPARISON

When a CLEC provides a retail service based on U S WEST network facilities, the CLEC has responsibility for billing its customer. However, the CLEC relies heavily on U S WEST to provide information about the customer's use of the network. U S WEST identified the information that is essential for bill processing and makes that information available to CLECs.

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Electronic Interface Functionality

	•	Checklist Item #1 & #2 - Interconnection and Unbundled Network Elements*			
	Unbundled Dedicated Interoffice Transport (UDIT)	LIS Trunk			
Function	EXACT	EXACT			
■ Pre-Order					
Address Verification	N/A	N/A			
Facility Availability	N/A	N/A			
Carrier List	N/A	N/A			
Service Availability	N/A	N/A			
Customer Service Record Retrieval	N/A	N/A			
Telephone Number Process	N/A	N/A			
Appointment Scheduling	N/A	N/A			
■ Order & Provisioning					
Product and Service Selection	N/A	N/A			
Customer Listing Creation	N/A	N/A			
Billing Account Number	Y	Y			
Summary Information Review	N/A	N/A			
Order Storage & Retrieval	N/A	N/A			
Order Submission/Receive	Y	Y			
Firm Order Confirmation	Y	Y			
Supplemental Order Submission	Y	Y			
Order Inquiry	N	N			
Order Completion	Y	Y			
■ Billing					
	SOP	SOP			
Completion and Loss Report	N	N			
	IABS	IABS			
Usage Data	Y	Y			
Bill for Non-recurring / Recurring Charge	s Y	Y			
	EB-TA	EB-TA			
■ Maintenance & Repair					
Create Trouble Report	Y	Υ			
Modify Trouble Report	Y	Υ			
Inquire on Trouble Report	Y	Y			
Active Notification of Status Change	Y	Y			
Cancel Trouble Report	Y	Y			
Close Trouble Report	Y	Y			
Trouble Report History	Y	Υ			

- Shared Transport, Customized Routing and Combinations are included as part of Unbundled Loop and Unbundled Switch sections.
- * Human-to-computer interface is not provided by U S WEST. These functions may or may not be supported by the particular human-to-computer interface the CLEC has chosen to use.

Electronic Interface Functionality

	•	Checklist Item #4 – Unbundled Loop*								
			ire Voice Analog		ire Non-	Basic Rate (BRI)		DS1 Capable		
Fu	nction	IMA	EDI	IMA	EDI	IMA	EDI	IMA	EDI	
	Pre-Order								Ť	
	Address Verification	Υ	Y	Υ	Y	Ý	Y	Υ	Y	
	Facility Availability	Y	Υ	Υ	Y	Y	Υ	Υ	Y	
	Carrier List	Y	Υ	Υ	Y	Υ	Y	Y	Y	
	Service Availability	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Customer Service Record Retrieval	Y	Y	Υ	Y	Υ	Υ	Y	Y	
	Telephone Number Process	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Appointment Scheduling	Υ	Y	Y	Y	Υ	Y	Y	Y	
	Order & Provisioning					- "				
	Product and Service Selection	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Customer Listing Creation ¹	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Billing Number Selection	Y	Y	Y	Y	Y	Y	Y	Y	
	Summary Information Review	Y	N/A	Y	N/A	Y	N/A	Y	N/A	
	Order Storage & Retrieval	Υ	N/A	Y	N/A	Y	N/A	Ÿ	N/A	
	Order Submission	Y	Y	Y	Y	Y	Y	Y	Y	
	Firm Order Confirmation	Y	Y	Y	Y	Y	Y	Y	Y	
	Supplemental Order Submission	Υ	Y	Y	Y	Ý	Y	Y	Y	
	Order Inquiry	Y	Y	Y	Y	Y	Υ	Y	Y	
	Order Completion	Υ	Y	Υ	Y	Y	Y	Y	Y	
						 				
	Billing				·		-			
		S	OP .	S	OP.	SC)P	SC	P	
	Completion and Loss Report	,	′	•	(,	,	Y		
		CF	RIS	CF	RIS	CF	ris	CRIS		
	Usage Data	•	/	,	1	Y		Y		
	Bill for Non-recurring / Recurring Charges	`	7	`	1	Y		Y		
		EB	-TA	EB	-TA	EB-	TA	EB-	TA	
	Maintenance & Repair				_					
	Create Trouble Report	rouble Report Y Y rouble Report Y Y on Trouble Report Y Y				Y		Y		
	Modify Trouble Report							Ÿ		
	Inquire on Trouble Report			n Trouble Report Y Y		1	Y		† Ÿ	
	Active Notification of Status Change			1	Y		Ý			
	Cancel Trouble Report	`	/		1	Ÿ		Y		
	Close Trouble Report		·		′)		Y		
	Trouble Report History		7		7	Y		Y		

^{*} Primary Rate (PRI) ISDN and DS3 Capable Services currently not available through IMA nor EDI Interfaces. Can be ordered manually.

^{*} Unbundled Loop available in combination with Unbundled Analog Switch Port services.

¹ Listings are orderable via U S WEST's batch EDI as a stand-alone product.

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Electronic Interface Functionality

		Checklist Item #6 – Unbundled Switch*						
		Analog Li	neside Port		neside Port - ISDN)	Analog Trunk Port	Digital Trunk Port	
Fu	nction	IMA	EDI	IMA	EDI	EXACT	EXACT	
	Pre-Order							
	Address Verification	Y	Y	Y	Y	N/A	N/A	
	Facility Availability	N/A	N/A	N/A	N/A	N/A	N/A	
	Carrier List	Y	Y	Υ	Y	N/A	N/A	
	Service Availability	Y	Y	Y	Y	N/A	N/A	
	Customer Service Record Retrieval	Y	Y	Υ	Y	N	N	
	Telephone Number Process	Υ	Y	Υ	Y	N/A	N/A	
	Appointment Scheduling	N/A	N/A	N/A	N/A	N/A	N/A	
	Order & Provisioning							
	Product and Service Selection	Y	Y	Y	Y	Y	Y	
	Customer Listing Creation	Y	Y	Y	Y	N/A	N/A	
	Billing Number Establishment	Y	Y	Y	Y	Y	Y	
	Summary Information Review	Y	N/A	Y	N/A	Y	Y	
	Order Storage & Retrieval	Y	N/A	Y	N/A	Ý	Y	
	Order Submission	Y	Y	Y	Y	Y Y	Ÿ	
	Firm Order Confirmation	Y	Y	Y	Y	N	N	
	Supplemental Order Submission	Y	Υ	Υ	Y	Y	Y	
	Order Inquiry	Υ	Y	Υ	Y	Y	Y	
	Order Completion	Y	Υ	Υ	Υ	Y	Y	
	Billing							
		SC	OP	SC)P	SOP	SOP	
	Completion and Loss Report	`	7	`	/	Y	Y	
		CF	RIS	CR	RIS	IABS	IABS	
	Usage Data	`	′	,	/	Υ	Y	
	Bill for Non-recurring / Recurring Charges	`	7	,	/	Υ	Y	
		EB	-TA	EB-	TA	EB-TA	EB-TA	
	Maintenance & Repair					· · · · · · · · · · · · · · · · · · ·		
	Create Trouble Report	`	/	Y	<i></i>	Y	Υ	
	Modify Trouble Report	`	/	Y	/ 	Y	Y	
	Inquire on Trouble Report	,	/	Y		Y	Ÿ	
	Active Notification of Status Change	`	/	Y	/	Y	Ÿ	
	Cancel Trouble Report	\	/	Y	/	Y	Ÿ	
	Close Trouble Report	,	/	Y	/ 	Y	Ý	
	Trouble Report History	`	,	Y	/	Ÿ	Ÿ	

- * Shared Transport available in combination with Unbundled Switch Ports. Customized Routing is not currently available.
- * Unbundled Loop available in combination with Unbundled Analog Switch Port services.

 * Human-to-computer interface is not provided by U S WEST. These functions may or may not be supported by the particular human-to-computer interface the CLEC has chosen to use.

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Electronic Interface Functionality

	N	NUMBER PORTABILITY Checklist Item #11				
		Number lity (INP)		lumber ity (LNP)		
unction	IMA	EDI	IMA	EDI		
■ Pre-Order						
Address Verification	Y	Y	Y	Y		
Facility Availability	N/A	N/A	N/A	N/A		
Carrier List	Y	Y	Y	Y		
Service Availability	N/A	N/A	N/A	N/A		
Customer Service Record Retrieval	Υ	Y	Υ	Y		
Telephone Number Process	N/A	N/A	N/A	N/A		
Appointment Scheduling	N/A	N/A	N/A	N/A		
Order & Provisioning						
Product and Service Selection	N/A	N/A	N/A	N/A		
Customer Listing Creation	N/A	N/A	N/A	N/A		
Billing Number Establishment	Y	Y	Y	Y		
Summary Information Review	Y	N/A	Y	N/A		
Order Storage & Retrieval	Y	N/A	Ý	N/A		
Order Submission	Y	Y	Y	Y		
Firm Order Confirmation	Υ	Y	Y	Y		
Supplemental Order Submission	Y	Y	Ÿ	Y		
Order Inquiry	Y	Y	Y	Y		
Order Completion	Y	Y	Y	Y		
Billing						
	SC)P	SC)P		
Completion and Loss Report		1	``	′		
	CR	lis	CR	US		
Usage Data		'		1		
Bill for Non-recurring / Recurring Charges)	′)	′		
	EB-	TA	EB-TA			
Maintenance & Repair						
Create Trouble Report	Y	·	Y	'		
Modify Trouble Report	Y		Y	,		
Inquire on Trouble Report	Y		7	,		
Active Notification of Status Change	Y		Y	<i></i>		
Cancel Trouble Report	Y	<i>,</i>	Y			
Close Trouble Report	Y		Y			
Trouble Report History	Y	/	Y			

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Electronic Interface Functionality

RESALE: Checklist Item # 14 – Plain Old Telephone Service (POTS)

	Don!don-	(, C		F	
		Exchange			
unction Pre-Order	IMA	EDI	IMA	EDI	
- 110 0140.					
Address Verification	Y	Υ	Υ	Υ	
Facility Availability	Y	Υ	Y	Υ	
Carrier List	Y	Υ	Y	Υ	
Service Availability	Y	Y	Y	Υ	
Customer Service Record Retrieval	Y	Y	Υ	Υ	
Telephone Number Process	Y	Υ	Y	Υ	
Appointment Scheduling	Y	Υ	Υ	Y	
Order & Provisioning					
Product and Service Selection	Y	Y	Y	Y	
Customer Listing Creation	Y	N/A	Υ	N/A	
Billing Number Selection	Y	N/A	Υ	N/A	
Summary Information Review	Ŷ	N/A	Υ	N/A	
Order Storage & Retrieval	Y	N/A	Υ	N/A	
Order Submission	Y	Y	Y	Υ	
Firm Order Confirmation	Y	Y	Υ	Υ	
Supplemental Order Submission	Y	Y	Υ	Υ	
Order Inquiry	Y	Y	Y	Υ	
Order Completion	Y	Y	Y	Υ	
■ Billing				-	
	SC	OP .	SC	P	
Completion and Loss Report		Y	Y		
	CF	RIS	CR	IS	
Usage Data		7	Y		
Bill for Non-recurring / Recurring Charges		7	Y		
	EB	-TA	EB-TA		
Maintenance & Repair					
Create Trouble Report		7	Y	,	
Modify Trouble Report		,	Ÿ		
Inquire on Trouble Report	Ÿ		Ÿ		
Active Notification of Status Change	 		· Y		
Cancel Trouble Report		7	, , , , , , , , , , , , , , , , , , ,		
Close Trouble Report		,	Y		
Trouble Report History		,		Ÿ	

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Electronic Interface Functionality

		RESALE: Checklist Item #14 - Designed Services*						
		Private Branch Exchange (PBY) (for POTS only)		Basic Centrex (non-design, line only)	Private Line Transport		Integrated Services Digital Network (ISDN)	
F	unction	IMA	EDI	EDI	IMA	EDI	IMA	EDI
	Pre-Order							
L	Address Verification	Y	Υ	Y	Υ	Y	Y	Y
L	Facility Availability	Y	Y	Y	Υ	Y	Y	Y
L	Carrier List	Υ	Υ	Υ	Y	Y	Y	Y
	Service Availability	Y	Υ	N/A	N	N	Y	Y
	Customer Service Record Retrieval	Y	Υ	Y	Υ	Y	Υ	Y
Г	Telephone Number Process	Y	Υ	N	N	N	Y	Y
	Appointment Scheduling	Y	Υ	Y	N	N	Y	Y
	Order & Provisioning							
Г	Product and Service Selection	Y	Y	Y	Y	Y	Y	Y
Г	Customer Listing Creation	Y	Y	Y	Υ	Y	Y	Y
	Billing Number Establishment	Y	Y	Ÿ	Υ	Y	Y	Y
Γ	Summary Information Review	Y	N/A	N/A	Υ	N/A	Y	N/A
	Order Storage & Retrieval	Y	N/A	N/A	Y	N/A	Y	N/A
Г	Order Submission	Y	Y	Y	Y	Y	Y	Y
	Firm Order Confirmation	Y	Y	Y	Y	Y	Y	Y
\vdash	Supplemental Order Submission	Y	Y	Y	Y	Y	Y	Y
Г	Order Inquiry	Y	Y	Ý	Y	Y	Y	Y
	Order Completion	Y	Y	Ÿ	Y	Y	Y	Y
=	Billing							
		S	OP	SOP	S	OP	SOP	
Г	Completion and Loss Report		Υ	Υ	,	<u> </u>	Y	
Г		CI	RIS	CRIS	CRIS		CRIS	
Г	Usage Data		Ÿ	Y	Y		Y	
Г	Bill for Non-recurring / Recurring Charges		Y	Y	Y		Y	
5,		EB	3-TA	EB-TA	EB	-TA	EB-	YTA
	Maintenance & Repair							
Г	Create Trouble Report		Y	Y		·	,	7
Г	Modify Trouble Report		Y	Y	,	7		7
Г	Inquire on Trouble Report		Y	Y		· · · · · · · · · · · · · · · · · · ·		<u> </u>
	Active Notification of Status Change		Y	Υ	,	1	L	<u> </u>
	Cancel Trouble Report	1	Y	Y		<u> </u>		<u> </u>
	Close Trouble Report		Y	Ÿ		·		·
	Trouble Report History	<u> </u>	Y	Y		· /		·

^{*} Frame Relay currently not available through IMA nor EDI Interfaces. Can be ordered manually.

^{*} Centrex currently not available through IMA.

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U S WEST System Descriptions

AFTS (A File Transfer System). AFTS is an interface with the Regional Subscription System (RSS) for Interexchange Carriers (IXCs) to receive billing data for their customers and to EXACT to transmit ASR data. The carrier logs onto AFTS (via their communications package) and inputs the inquiry transaction (format is supplied by U S WEST).

ALOC (Access LOCation). ALOC is a Bellcore supported system that manages customer service addresses, the access (or edge) points of a communications network, and the connection of service locations to the network. Along with CNUM, ALOC will replace PREMIS.

AMA (Automatic Message Accounting). AMA is a system which records all of the data of customer dialed calls needed for billing purposes.

Appointment Scheduler. Appointment Scheduler system that manages technician schedules. Ordering systems, such as SONAR and the IMA GUI, electronically interface with Appointment Scheduler to reserve technician time slots.

BOSS (Business Operations Support System). BOSS is the system that manages the Customer Service Record (CSR). CSRs contain account status,

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billing, listing and services and equipment information. This system serves U S WEST's central and eastern regions.

<u>CABS</u> (Carrier Access Billing System). CABS is the system for billing access services to customers who purchase access to a local exchange company (LEC) network. CABS has been replaced by IABS in U S WEST.

<u>CARS</u> (Customer Account Retrieval System). CARS is the system that manages the Customer Service Record (CSR). CSRs contain account status, billing, listing and services and equipment information.. This system serves U S WEST's western region.

CMATE. The CMATE system processes service orders for DS0 and feature groups taken at U S WEST Service Delivery Centers. After entering orders, the application, along with the another application, chart the required sub-tasks necessary to complete the service orders. CMATE then communicates with different OSSs to extract and update required information to complete the service order requests.

<u>CNUM</u> (Customer NUMber Management System). CNUM is a Bellcore supported system designed to support telephone number administration, service negotiation, and service activation. CNUM provides a single repository for number administration that is technology and service independent. Along with ALOC, CNUM will replace PREMIS.

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<u>CPS</u> (Capacity Planning System). CPS is a monitoring system used by U S WEST to capture and record data for all mid-range systems. This system records specific component utilization statistics and then forwards the data to a central repository for use by the Capacity Planning Group.

CRIS (Customer Records Information System). CRIS is a billing system for the majority of residence and business account bills for exchange. It calculates, prints, and mails bills to individual retail end-user customers for retail products, and co-carriers for some interconnect (wholesale) products. After rating usage, CRIS posts service order processing updates, provisioning information, rating data, tolls, cash treatments, bills, payments, journal entries or adjustments, rate changes, message processing and other billing related information to the CSRs.

<u>Data Arbiter</u>. This system provides access from UNIX-based systems to PREMIS, BOSS/CARS, TIRKS, LFACS, and LMOS.

<u>DELIVER</u>. DELIVER is a graphical user interface (GUI) which allows its U S WEST's repair representatives to communicate with LMOS.

Event Tracker. Event Tracker is a graphical user interface (GUI) used for viewing customer service request information about design orders. Order information is used to check the progress and timelines of customer service requests.

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<u>Facility Check</u>. Facility Check is a Netscape-based interface used to access LFACS to determine whether loop facilities will be available for new service to a specific customer site.

<u>FACS</u> (Facility Assignment and Control System). FACS is an "umbrella" term that includes LFACS, SWITCH, and SOAC.

<u>FEPS</u> (Facility and Equipment Planning System). The FEPS system is a tactical planning tool for interoffice facilities and transmission equipment.

<u>FnS</u> (Fetch 'N' Stuff). This system provides a common point of access to US WEST's OSSs using a standard application programmer interface (API) to simplify data access. Fetch 'N' Stuff accesses ALOC, Appointment Scheduler, APRIL, BOSS/CARS, CNUM, Event Tracker, LFACS, LMOS, OSCAR, PREMIS, SONAR, TIRKS, and WFA/DO.

<u>FOM</u> (Firm Order Manager). The FOM is part of the IMA architecture that manages LSRs.

<u>FOMS</u> (Frames Operation Management System). FOMS is a dispatch-in system for central office wiring instructions used by central office technicians.

<u>IABS</u> (Integrated Access Billing System). IABS is a billing system,focused on access or facility driven billing, whose functionality includes switched

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and special service orders, meet point billing, mechanized adjustments for interexchange carriers and other facilities based co-provider accounts.

IFE (Integrated Front End). IFE is a graphical user interface system designed to create and submit service orders for designed services using the Bellcore supported ORDERMATE or Flex-TUF systems.

<u>LFACS</u> (Loop (or Line) Facility Assignment Control System). LFACS is a component of FACS which maintains a mechanized inventory of outside plant facilities, (e.g., facility addresses, cables, cable pairs, serving terminals, cross connection devices, loops, etc.) and assigns the outside plant facilities to assignment requests received from SOAC as a result of customer service order activity.

LIDB (Line Information Database). Databases developed and used by ILECs and other local phone companies to validate telephone and calling card numbers within a LEC region. The databases are used to perform billing validations; such as originating line number screening, validating calling card; screening billing number (determination of billed lines that automatically reject or accept verification of certain calls billed as collect or bill-to-third party); detecting calling card fraud, performing public telephone check (payphone owner and type – public or semi-public); and determining the status of Central Office codes as active or vacant.

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LMOS (Loop Management Operations System). LMOS is a repair system for POTS services that provide trouble entry, tracking and work status. LMOS Host stores detailed line record information and maintains historical data of closed troubles.

<u>LSMS</u> (Local Service Management System). LSMS is the local service provider's network database that holds down-loaded ported number information.

LSS (Listing Services System). LSS is a system that maintains customer listings for white page directories and directory assistance.

MEDIACC (MEDIated ACCess). MECIACC is a system that provides a common electronic gateway for processing repair requests, created by external entities. MEDIACC support repair reports for both Interexchange Carriers and CLECs.

MIHR (Mechanized Installation History Reports). MIHR is a system that reports on installations for new POTS customers. This system is fed by data produced from LMOS when new service is requested.

MLT (Mechanized Loop Testing). This is a system that tests and analyzes the condition of customer loops. MLT provides test results that assist in decision regarding trouble flow.

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PREMIS (PREMises Information System). PREMIS is a component of FACS that provides address verification, information to aid in service order preparation, telephone numbers for assignment to customers, and information on interexchange carriers to assist customers in selecting the carrier of their choice.

REACT is a test system that allows circuit testing and network management.

ROMS (Regional Operations Management System). ROMS is a Webbased application that allows a representative to capture service order information. This information is then transmitted to an order entry center where order typists retype the information into SONAR or directly in the appropriate service order processor.

<u>SARTS</u> (Switched Access Remote Test System). SARTS is an analog testing system that provides access to remote end offices.

SMS (Service Management System). SMS is a hardware and software platform that supports the porting of telephone numbers. In concert with the Number Portability Administration Center (NPAC), SMS receives customer information from the old and new service providers (including the new location routing number), validates the information received, and downloads the new routing information when an "activate" message is received indicating that the customer has been physically connected to the new service provider's network.

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NPAC/SMS also contains a record of all ported numbers and a history file of all transactions relating to the porting of a number.

<u>SOA</u> (Service Order Administration), SOA is an interface to the NPAC/SMS for provisioning ported end-user data.

SOAC (Service Order Analysis and Control). SOAC is a Bellcore system that controls the flow of service orders activity from U S WEST service order processors (SOPs), to other downstream systems. Based on the service order input, SOAC determines which operations systems need to be involved in activating service, and provides instructions and sequencing to those operations systems.

SONAR (Service Order Negotiation and Retrieval). SONAR is a system used to create and submit service orders for non-designed services for residential and small business customers.

SOP (Service Order Processors). SOLAR (Service Order Logistics and Reference), SOPAD (Service Order Processor and Distribution), and RSOLAR (Regional SOLAR). Within each region, the corresponding SOP for that region directs/processes service orders for all product types. SOPAD is the SOP in the central region that services Arizona. SOPAD distributes the order to necessary systems such as directory listings, E911, and billing systems. SOLAR is the SOP in U S WEST's eastern region; RSOLAR is the SOP in the western region.

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SWITCH. SWITCH is a central office inventory system. With cable pair data from LFACS and telephone number inventory information from CNUM, SWITCH completes the initial step in designing the circuit package. SWITCH supports line-side and trunk-side central office provisioning of digital, analog, and packet switching facilities by providing connection information for central office personnel.

<u>TAG</u> (Telephone Address Guide). TAG is front-end interface to PREMIS that allows U S WEST service representatives to retrieve telephone numbers.

TAXI. TAXI is a front-end interface to IABS.

TIRKS (Trunks Inventory Record Keeping System). TIRKS is a Bellcore application that inventories central office and outside plant facilities. TIRKS contains the inventory information to update equipment components, frame data, circuit assignments, and other data related to telephone equipment. Generic Order Control is a sub-module of TIRKS that controls the flow of work within TIRKS.

TUF (Translator of USOCs and FIDs). TUF is the system that accesses ASR data entered into EXACT and translates the information to format a Universal Service Order (USO).

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WFA (Work Force Administration). This is an umbrella term that includes three subsystems: WFA/C, WFA/DI and WFA/DO. WFA/C (Work Force Administration/Control) mechanizes the administration of the installation and maintenance of designed and non-designed circuits. WFA/C directs the flow of work items to WFA/DO and WFA/DI. WFA/DI automates the work assignments of the technicians working within the central offices. WFA/DO automates the support of the dispatch function for outside plant installation, maintenance and routine work. WFA/DO provides screening, pricing, mapping, routing, scheduling and loading functions within a dispatch center.

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EDI/EB-TA FUNCTIONAL PROCESS DESCRIPTION

U S WEST has made many pre-order, order and repair functions available to CLECs via computer-to-computer interfaces. In the case of pre-order and order functions, the computer-to-computer interface is called EDI and, for repair functions, the computer-to-computer interface is called EB-TA. The processes for these functions are summarized below.

1. PRE-ORDERING, ORDERING & PROVISIONING PROCESS DESCRIPTIONS

The EDI interface supports the following pre-order, order & provisioning functions: (1) telephone number processing, (2) address verification, (3) check for facility availability, (4) check for service availability, (5) retrieval of customer service record, (6) appointment processing, (7) submission of orders, (8) processing of customer listing information, (9) submission of supplemental orders, (10) inquiry of orders, and (11) error processing.

Telephone Number Process

The EDI pre-order telephone number process allows the user to execute the following transactions: (1) check for telephone number availability (EDI transaction set 850/TNAQ and 855/TNAR), (2) select and reserve a telephone number (EDI transaction set 850/TNSQ and 855/TNSR), and (3) cancel or return a telephone number (EDI transaction set 860/CTQ and 865/CTR).

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To request a list of available telephone numbers, the CLEC provides end-user related information on the telephone number availability query. A list of available telephone numbers is returned to the CLEC. The telephone numbers are reserved in PREMIS for the end-user's address at the time the list is sent to the CLEC. Once a telephone number has been reserved, the CLEC has 24 busness hours within which the telephone number may be included on a request for service. Any unused numbers will be returned automatically if an LSR is not submitted in 24 business hours or if the number has not been included on a subsequesnt LSR.

Telephone numbers may be canceled or returned to an available status in the OSS. The CLEC may return the telephone number by submitting a cancel transaction, via EDI, or simply by allowing the telephone number time limitation to be reached. The unused telephone number will automatically be returned to an available status.

Address Verification

The EDI pre-order address verification process allows the user to: query for and retrieve confirmation of valid address information (EDI transaction set 850/AVQ and 855/AVR).

Before service can be ordered, the address where service is to be established can be verified to ensure that a proper address is located.

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The CLEC is also able to search for an address using the descriptive name for a specific address.

Facility Availability

The EDI pre-order facility availability process allows the user to: query for and retrieve information related to the presence or absence of POTS facilities for a particular address (EDI transaction set 850/FAQ and 855/FAR).

Using the telephone number or the end-user service address, obtained through the use of the address verification process, a CLEC can query on the existence or availability of and characteristics of POTS facilities at a given point in time.

Service Availability

The EDI pre-order service availability process allows the user to: query for and retrieve information related to POTS service availability (EDI transaction set 850/SAQ and 855/SAR).

Service availability lists the services that are available at the serving wire center.

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Customer Service Record Retrieval

The EDI pre-order customer service record (CSR) retrieval process allows the user to: query for and retrieve an existing CSR (EDI transaction set 850/CSRQ and 855/CSRR).

A CLEC can request to retrieve an existing CSR to verify listing, billing and service related information.

Appointment Process

The EDI pre-order appointment process allows the user to: (1) check for appointment availability (EDI transaction set 850/AAQ and 855/AAR), (2) select and reserve an appointment (EDI transaction set 850/AASQ and 855/AASR), and (3) cancel or return an appointment (EDI transaction set 860/CTQ and 865/CTR).

EDI provides to the CLEC a list of available appointments within a four-week time period. The CLEC has a predetermined amount of time in which to select an appointment from the list. If the time limit is exceeded, the CLEC will need to request an updated list of appointments and choose one of the appointments within the time limitation. To select an appointment via EDI, an appointment selection query is sent with the appropriate date and time selection. Once an appointment has been reserved, the CLEC has 24 business hours to

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submit an LSR in which the appointment is included on a request for service.

Appointments may be canceled and returned to an available status. A CLEC can return an appointment by issuing a supplemental request to cancel the original request for service. The appointment will then be canceled automatically. If an appointment is reserved but it is later determined that it will not be used, the CLEC may cancel the appointment by submitting a cancel transaction, via EDI, or simply allow the appointment time limitation to be reached and IMA will automatically return the appointment to an available status.

Order Submission

After the CLEC submits an LSR, the LSR is converted into a service order that is recognized by U S WEST's OSSs. If the order is eligible for flow-through, the LSR is electronically converted into a service order. U S WEST has flow-through functionality for conversion as-is orders and conversion as-specified orders. Once the service order has passed IMA edits, it is sent to a U S WEST Service Order Processor (SOP). POTS and PBX orders can be submitted via EDI using the EDI transaction set 850/SVCRQT and 855/FOC. For Loop Service (LS) and Number Portability Service (INP and LNP) orders can

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be submitted via EDI using the EDI tranactions set 850/LNPRQT and 855/LNPFOC.

Customer Listing Creation

The Interconnect Service Center (ISC) representative can retrieve, view and process Local Service Requests (LSRs) with complex listings. A complex listing is one that requires special indenting and formatting. Listing information is transmitted as part of the original service order (EDI transaction set 850/SVCRQT and 855/FOC).

Supplemental Order Submission

Using EDI, a CLEC can transmit supplemental orders to either request specific changes, a change in due date only or a cancelation of the entire order (EDI transaction set 860/SUPP or 860/CANCEL and 865/FOC). The original service order is corrected or canceled by the issuance of a supplemental service order.

Order Inquiry

Using the Customer Carrier Name Abbrevation (CCNA), Purchase Order Number (PON) and an optional version number of a LSR, a CLEC can query and retrieve status information. The EDI order inquiry (LSR Status Inquiry) process provides CLECs the ability to inquire the status of a LSR it has submitted. (EDI transaction set 850/LSRSQ and 855/LSRSR).

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Error Process

U S WEST detects errors on CLEC's LSRs and notifies the CLEC in one of two ways. The first type of error is the one that is detected and has notices generated by the IMA/EDI architecture. These error notices are transmitted via an EDI error transaction to the CLEC. An example of this type of error is when a required field is not populated or is populated with data in an invalid format (EDI transaction set 855/FATAL or 855/LNPFATAL). The second type of error is detected by the Interconnect Service Center which transmits an order to the CLEC via an EDI error transaction. These types of errors are those that have been identified after the request has passed the initial IMA/EDI architecture error edit process. For example, if the end-user name, telephone number and/or address are inconsistent with the information retrieved contained in U S WEST's OSSs, an error message will be sent to the CLEC (EDI transaction set 855/NONFATAL or 855/LNPNONF).

2. REPAIR TROUBLE REPORTING PROCESS

Overview of Electronic Bonding for Repair Functions

Currently, Electronic Bonding – Trouble Administration (EB-TA) enables CLECs to submit trouble tickets for POTS, design services, and unbundled loop facilities. EB-TA uses CMIP (Common

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Management Information Protocol) to access functions of the MEDIACC (MEDIated ACCess) interface which, in turn, communicates to back-end repair OSSs such as LMOS (Line Maintenance Operations System). MEDIACC is an interface to the U S WEST repair systems which has been used for years by interexchange carriers to submit trouble tickets. MEDIACC similarly enables CLECs to submit trouble tickets.

Both IMA and EB-TA use MEDIACC to access repair functions in U S WEST's OSSs. By accepting commands from IMA, thehuman-to-computer interface, MEDIACC supports a human-to-computer interface. By employing a CMIP interface, MEDIACC also accepts commands from CLECs' OSSs to support a computer-to-computer interface.

The Electronic Bonding interface to MEDIACC currently supports the following repair functions for trouble tickets: (1) create trouble ticket, (2) inquire on a trouble ticket (3) modify a trouble ticket, (4) receive active notification of status changes, (5) cancel a trouble ticket, and (6) receive active notification of close out status. To use the EB-TA repair functions, a CLEC must deploy its own OSSs that provide inputs,

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outputs and logic surrounding the CLEC's use of the EB-TA repair function.

Create a Trouble Ticket

To use the EB-TA function to create a trouble ticket, the CLEC must input into its OSSs information about the customer line and the nature of the trouble. The CLEC's OSS then formats the data according to the CMIP protocol and sends it to MEDIACC, which sends it to LMOS to invoke the LMOS function to create a trouble ticket.

Inquire, Modify or Cancel a Trouble Ticket

Similarly, requests from a CLEC's OSS to obtain status information on a ticket, or to modify or cancel a ticket, require the CLEC to input into its OSSs the required information, format it and send it to MEDIACC via CMIP. In the case of an inquiry, MEDIACC maintains current information on the ticket, which it sends back to the CLEC's OSS via CMIP. To modify or cancel a ticket, MEDIACC takes information from the CLEC's OSS and forwards certain required information to LMOS. LMOS then performs a transaction to add a subsequent report, identifying the ticket as modified or cancelled.

Receive Active Notification of Trouble Ticket Status Change

The EB-TA interface actively notifys CLECs of certain ticket status changes. The active notification function relies on the capability of

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LMOS to automatically notify MEDIACC of changes in the status of a trouble ticket. MEDIACC forwards this automatic notification to the CLEC's OSS via CMIP.

Close a Trouble Ticket

When U S WEST has resolved the repair order, the trouble ticket status is changed to cleared, then closed in LMOS. MEDIACC receives both notifications and formats the data relating to these status changes. This combined information is then sent to the CLEC's OSSs via CMIP. This information indicates the cause of the trouble, how long the service was impaired, when it was restored, and if billing charges could apply.

Error Process

There are two types of errors which can be sent to the CLEC for repair processing. Both types of errors are detected and have notices generated by EB-TA. The first type of errors is the T1M1 standards errors which relate to EB-TA business functions. For example, a T1M1 error will be sent to the CLEC if the CLEC sends a create transaction without all the required attributes. The second type of error occurs after the trouble ticket passes the trouble administration business function rules. This type of error is a transaction-level error usually associated with data values, data formats and implementation

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agreement violations. An example of this type of error is when an optional attribute is not populated according to the rules of the implementation agreement. As when the telephone number contains dashes and the implementation agreement calls for only digits.

GENERAL RESALE DESCRIPTION

Resale processes involve responding to pre-ordering requests for information, processing orders for resale services and changing information in U S WEST's OSSs to identify the fact that a particular end-user is being served by a specific CLEC. After being resold, the CLEC becomes U S WEST's customer and the end-user customer becomes the customer of the CLEC.

Resale POTS and Designed Services

The description of the order processing flow for POTS and designed services is based on the diagram contained below. First, regarding the CLEC's process, the CLEC, in discussing with the end-user customer, identifies the customer's needs, requests pre-ordering information and sends an order (LSR) to U S WEST. The ISC reviews the order to verify that the information is correct, routes the order between ISC sites, if appropriate, converts the LSR into a service order¹ and places it into the service order processing flow. The service order is assigned and routed depending on its type. Designed service orders are routed to the Design Services Center which creates the design; POTS service orders are routed directly to those operations which complete any translations or provisioning work steps in the switch and inside or outside field work. After these steps are completed, the service orders (both POTS and designed services) are marked as completed on a nightly basis. This nightly batch process is the same process that U S WEST uses for its retail orders. U S WEST's OSSs such as those supporting billing, customer service records, repair line records, etc. are electronically updated. A completion file is transmitted the next morning to the CLEC

¹ LSRs must be converted into service orders. This is because service orders predate the act and are the ordering forms that U S WEST's OSS recognize. LSRs were created by national standards bodies, principally the OBF, and are intended to support local service ordering as a wholesale business.

containing information about orders completed the night before. Billing records are transmitted to the CLEC.

Illustration

To illustrate the POTS Resale processes, I will describe the process flow for a conversion-as-is order. In this example, a customer has called the CLEC to change their existing U S WEST service to the CLEC's service without any changes to their account. The CLEC, while talking to the customer online, uses U S WEST's electronic interface, IMA, to perform the following pre-order transactions:

- Retrieve CSR (provides current account information, such as listings, billing information, and products and services to which the customer subscribes)
- Validate Address (returns address and central office information so that a dispatch to the correct address can be accomplished)
- Retrieve Service Availability (provides list of products and services available at the customer's location

In addition, the CLEC using IMA completes the various forms defined by the OBF for this type of service request. This includes the LSR (local service request), EUI (end user information) and Resale (resale information) forms. These forms identify the CLEC's authorization to become the local service provider of the customer and provide the order information as defined by the OBF. After completing the forms, the CLEC electronically transmits them to U S WEST where they are placed into a database known as the Firm Order Manager (FOM). From here, the screener in the ISC briefly reviews the forms. In this example, there are no items on this customer's U S WEST account that require further action, the screener clicks the "Flow-Through" button. The

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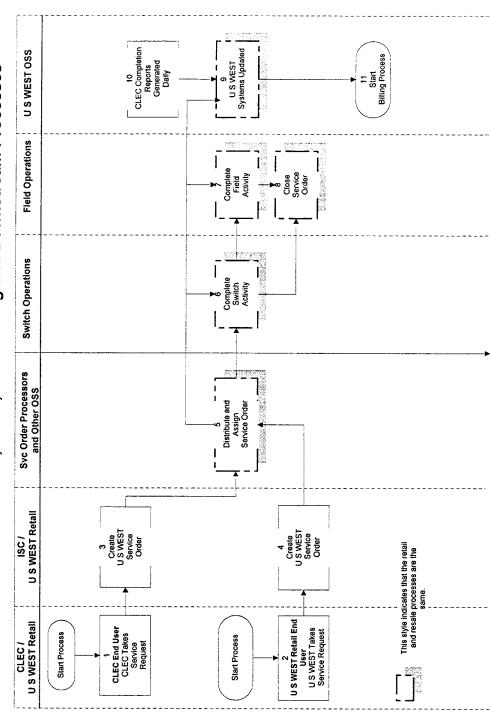
forms are then electronically converted into a service order and placed into the service order processing flow. Because the order is a conversion as-is, no assignment of facilities, switch translations or field dispatches are required. During the nightly batch run, the service order is marked as completed, and the following morning, a completion report containing this customer's information, is electronically transmitted to the CLEC.

If certain situations are present on the customer's account, the screener must take additional steps and the order would not qualify for "flow-through". Examples of these situations are:

- existing gift bill arrangements that require instructions on what to do with the gift bill account, this may result in the need for a service order to sever the arrangement;
- any directory advertising which requires the establishment of a separate
 U S WEST account;
- any special pay treatment processes that require canceling and collection of the bill.

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Checklist Item 14 - Resale POTS Pre-order, Order, Provisioning and Downstream Processes



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Checklist Item 14 - Pots Resale

Pre-Order, Order, Provisioning And Downstream Processes

Task Descriptions

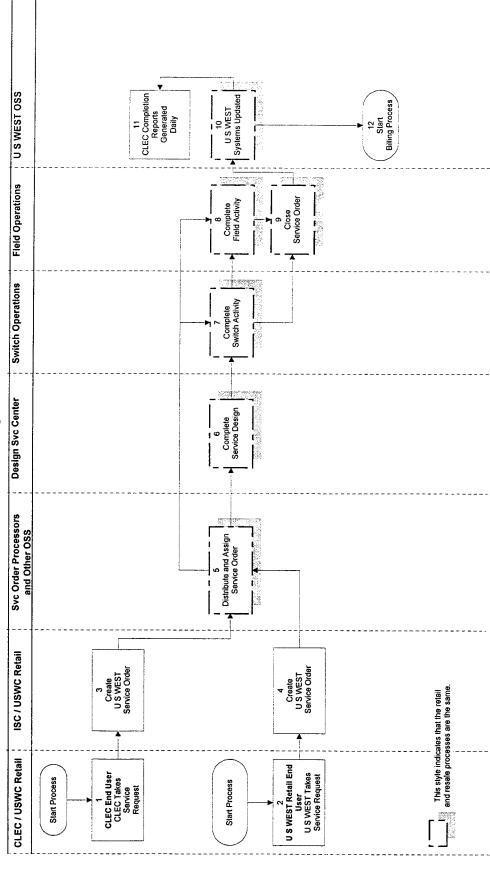
Task	Description
1	CLEC employee consults with the end-user, conducts pre-order, and order activities. Gathers the end-user's requests and prepares and submits the Local Service Request (LSR) forms to U S WEST using EDI, IMA or Faxing.
2	U S WEST employee obtains the end-user service requirements, access the end-users CSR, and consults with the end-user. If the U S WEST employee uses an order entry system, he or she will enter the end-user request by completing the numerous service order input screens, providing the end-user with all the U S WEST disclosure requirements for products, listings, carriers, etc. This is the case with either SONAR or ROMS.
3	The Interconnect Service Center receives the LSRs and creates the USWEST service orders. For "flow through" orders, the ISC merely clicks on the "flow through" button and the LSRs are electronically created. If the LSR was Faxed, then it is automatically converted into an LSR electronic image. The electronic image is reviewed and is electronically sent to an Order Specialist who types the USWEST service orders. USWEST sends the CLEC a Firm Order Commitment (FOC) when the orders are issued.
4	If the service representative uses either SONAR or ROMS, the service representative hits the enter button. In the case of SONAR, the service order is sent on to the SOP. In the case of ROMS, the order is sent to the order center where an order typist retypes the order either into SONAR or directly into the SOP.
5	The Service Order Analysis and Control (SOAC) distributes all service orders to all appropriate "downstream" systems and work groups. Based on the type of order SOAC determines were to send the orders. For instance the order are passed to: LFAC for assignment, RCMAC for switch translations, the Central Office for physical switch wiring, the LNO for outside technician work, and the Listings, DA, Operator Services and 911 work centers / systems.
6	Complete any necessary switch activity changes such adding features to an existing line, establishing a new line or changing the long distance carrier. All service orders, retail and resale, are handled in the same fashion using the same processes and procedures. The orders are reviewed for completeness and accuracy.
7	Complete any necessary fieldwork such central office wiring and wiring the circuit at the end-user's location.
8	Complete the service order. The OSS as part of the nightly batch runs will automatically complete the order.
9	The completed service order is passed to the internal U S WEST systems for listings, 911, DA, Operator Services, etc. The end-user end-user's account is marked to show that the end-user is no longer a U S WEST end-user, but rather a CLEC end-user.

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Task	Description
10	CLEC completion and loss reports are generated and sent to the CLEC. These reports are generated nightly based on the service orders completed that day and sent to the CLECs every morning. The reports, paper or electronic, are forwarded based on the CLEC stated preference in the New Customer Questionnaire.
11	The completed order is passed to the U S WEST billing systems so that the CLEC or the U S WEST end-user can be billed correctly. The end-user's account is marked to show the responsibility for the account transferred to the CLEC and that the end-user belongs to U S WEST.

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Design Sevices Pre-order, Order, Provisioning and Downtream Processes Checklist Item14 - Resale



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Checklist Item 14 - Resale Design Services

Pre-Order, Order, Provisioning And Downstream Processes

Task Descriptions

Task	Description
1	CLEC employee consults with the end-user, conducts pre-order, and order activities. Gathers the end-user's requests and prepares and submits the Local Service Request (LSR) forms to U S WEST using EDI, IMA or Faxing.
2	U S WEST employee obtains the end-user service requirements, access the end-users CSR, and consults with the end-user. If the U S WEST employee uses an order entry system, he or she will enter the end-user request by completing the numerous service order input screens, providing the end-user with all the U S WEST disclosure requirements for products, listings, carriers, etc. This is the case with IFE. Otherwise, the service representative takes the order information by hand.
3	The Interconnect Service Center receives the LSRs and creates the US WEST service orders. If the LSR was faxed, then it is automatically converted into an LSR electronic image. The electronic image is reviewed and is electronically sent to an Order Specialist who types the US WEST service orders. US WEST sends the CLEC a Firm Order Commitment (FOC) when the orders are issued.
4	If the service request has been entered into IFE it is then electronically sent to the appropriate service order processors.
5	The Service Order Processors (SOPS) receive the order performs some edits and passes them to the Service Order Analysis and Control (SOAC). At this point all U S WEST and CLEC requests are commingled and handled by the same systems and processes. The SOAC distributes all service orders to all-appropriate "downstream" systems and work groups. Based on the type of order, SOAC determines where to send the orders. For instance the orders are passed to: LFAC for assignment, RCMAC for switch translations, the Central Office for physical switch wiring, the LNO for outside technician work, and the Listings, DA, Operator Services and 911 work centers / systems.
6	The orders are sent to Trunks Integrated Record Keeping System (TIRKS) and the service is designed. Critical dates are established including a test schedule. The TIRKS designs are sent to all appropriate downstream organizations.
7	Complete any necessary switch activity changes such adding central office features to an existing line, establishing a new line or changing the long distance carrier. All service orders, retail and resale, are handled in the same fashion using the same processes and procedures. The orders are reviewed for completeness and accuracy.
8	Complete any necessary fieldwork such central office wiring and wiring the circuit at the end-user's location.
9 .	Complete the service order. The OSS, as part of the nightly batch runs, will automatically complete the order.

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Task	Description	
10	The completed service order is passed to the internal U S WEST systems for listings, 911, DA, Operator Services, WFA, etc. The end-user's account is marked to show the responsibility for the account transferred to the CLEC. The end-user is no longer a U S WEST end-user.	
11	CLEC completion and loss reports are generated and sent to the CLEC. These reports are generated nightly based on the service orders completed that day and sent to the CLECs every morning. The reports, paper or electronic, are forwarded based on the CLEC stated preference in the New Customer Questionnaire.	
12	The completed order is passed to the U S WEST billing systems so that the CLEC or the U S WEST end-user can be billed correctly. The end-user's account is marked to show the responsibility for the account transferred to the CLEC and that the end-user belongs to U S WEST.	

UNBUNDLED LOOP PRE-ORDERING, ORDERING AND PROVISIONING PROCESS

Unbundled loop entails provisioning facilities from the Network Interface Device (NID) at the customer's premise to the U S WEST's Main Distributing Frame (MDF) or equivalent and on to the point at which U S WEST's facilities meet the CLEC's facilities (co-location space or Interconnection Distribution Frame). To illustrate the processes in support of unbundled loop, the example I use assumes an end-user customer moves into U S WEST territory for the first time and contacts a facilities based CLEC for local telecommunications services. The CLEC is co-located in the U S WEST central office that services the customer's address and the CLEC decides to provide service via an unbundled loop.

Unbundled Loop Process

The description of the order processing flow for unbundled loop is based on the diagram contained below. The CLEC, in talking with the end-user, identifies the customer's needs, requests pre-ordering information, creates an LSR and transmits it to U S WEST either electronically via one of U S WEST's pre-ordering/ordering interfaces or via facsimile. In turn, U S WEST briefly screens the order, routes the order to the proper ISC that converts the LSR into a service order and places it into the service order processing flow. The service order is assigned and provisioned, as appropriate. At this point, the ISC returns an FOC to the CLEC.

If the order flows through TIRKS, it is routed to the implementer; otherwise, the order is routed to the designer who creates the necessary design in TIRKs. The implementer coordinates the central office work with the LRAC and the CLEC, if requested, and works with the LRAC to assign the Central Office Technician (COT) who must run a jumper from U S WEST's MDF or equivalent to the tie cable leading the meet point where U S WEST's facilities meet those of the CLEC. In addition, a dispatch in the field (outside plant dispatch) may be necessary. If so, that field dispatch is scheduled and the work completed. The implementer also tests the circuit, completes the order and notifies the CLEC. Like resale

orders, the unbundled loop service order is marked as completed on a nightly basis. This is because the same service order processors process service orders for resale and UNEs.

U S WEST's OSS supporting billing and customer service records are electronically updated.

A completion file is transmitted the next morning to the CLEC containing information about orders completed the night before. Billing records are transmitted to the CLEC according to appropriate cycles, i.e. daily usage files and monthly summary bills.

Illustration

When the customer contacts the CLEC, its representative would request pre-ordering information. In this example, the CLEC is using U S WEST's IMA electronic interface and issues online, real-time queries to U S WEST for the following pre-ordering transactions.

- Validate Address (returns address and central office information so that a dispatch to the correct address can be accomplished)
- Retrieve Facility Availability (provides information so that the CLEC may determine whether available facilities exist, i.e. whether the order may be held for lack of facilities)
- Retrieve/Reserve Available Appointments (provides list of available dispatch
 appointments so that the CLEC can reserve a specific date and time for an
 installation appointment; this query may be necessary if the facility availability query
 indicates that a dispatch is needed

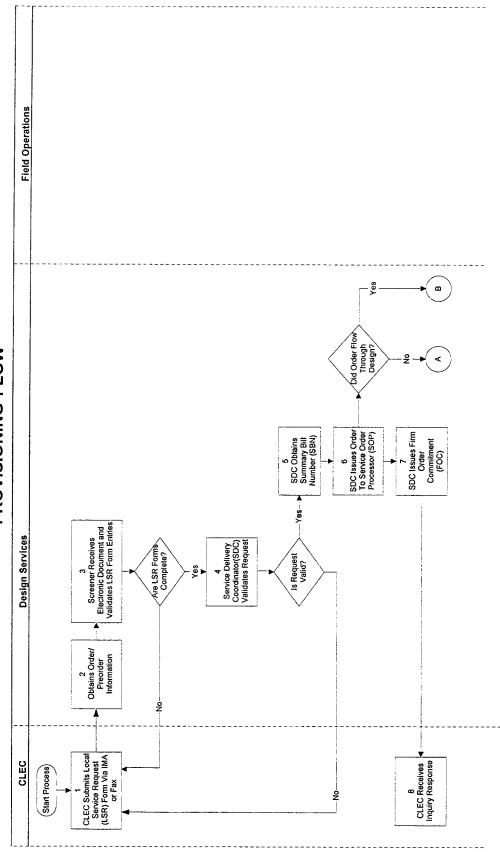
In addition, the CLEC using IMA completes the various forms defined by the OBF for the type "unbundled loop as a new installation". This includes the LSR (local service request), EUI (end user information) and Resale (resale information) forms. These forms identify the CLEC's authorization to become the local service provider of the end-user customer on the basis of an

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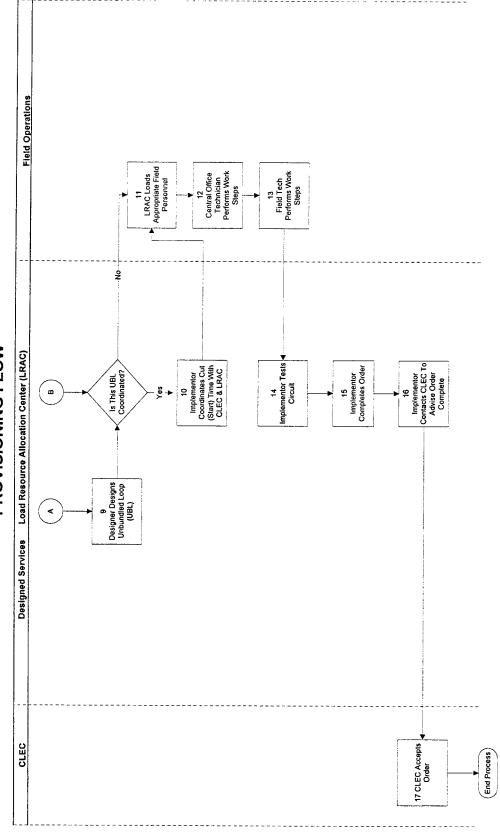
unbundled loop. After completing the forms, the CLEC electronically transmits them to U S WEST where they are placed into a database known as the Firm Order Manager (FOM). From here, the screener in the ISC briefly reviews the forms and routes them to the Des Moines ISC. The SDC checks to see if there are any related orders, reviews remarks for additional information, validates the CLLI code, issues the service orders in the appropriate SOP and transmits an FOC to the CLEC.

In this example, the order is assumed not to flow-through TIRKS so a designer must design the loop. Since the CLEC ordered coordination and conformance testing, an implementer is assigned to coordinate the cut-over and testing with the CLEC and the U S WEST LRAC. After the design step is completed, coordination is scheduled and the work begins. A specific technician is assigned using U S WEST's standard loading and coordination procedures. Once the installation and testing of the loop is complete, the implementer completes the order and contacts the appropriate CLEC person to advise that the order has been completed. During the nightly batch run, the service order is marked as completed, and the following morning, a completion report containing this customer's information, is electronically transmitted to the CLEC.

UNBUNDLED LOOP
PROVISIONING FLOW



UNBUNDLED LOOP PROVISIONING FLOW



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Task Descriptions

Task	Description	
1	Local Service Request (LSR) form submitted to Denver Interconnect Service Center (ISC)	
2 and 3	Obtain preorder/order information and review LSR and associated forms for completeness	
2.1	CLEC certification verified	
2.2	Letter of Authorization (LOA) verified	
2.3	Verifies that facilities are available to service address	
2.4	CLEC Termination Point verified	
2.5	Network Channel (NC) and Network Channel Interface (NCI) codes verified	
2.6	CLEC interval validated	
4	Determines if the request is accurate; resolves questions and problems	
5	Summary Billing number for account obtained	
6	Service Order is issued into Service Order Processor (SOP).	
7 and 8	Firm Order Commitment (FOC) is issued to CLEC	
9	Unbundled Loop is designed	
10*	Cut (start) time is coordinated with CLEC and U S WEST Load & Resource Allocation Center (LRAC), Central Office Technician (COT), Field Technician.*=If CLEC orders the coordinated installation option this step is used otherwise this step is omitted.	
11	Provisioning work request received in Network Operations	
12	Word Doc issued and Central Office work performed	
13	Word Doc issued and field work at end user's premise performed if required	
14	Circuit is tested (If provisioning option is basic and circuit is reused, task not performed.)	
15	Order completed	
16	CLEC notified via phone call to accept service and begin billing	

GENERAL UNBUNDLED SWITCH DESCRIPTION

Unbundled switch consists of three components: a port (line or trunk), vertical features and switching usage.

Unbundled Switch Line Side Switch Port Process

The description of the order processing flow for unbundled loop is based on the diagram contained below. The CLEC interacts with end-user customers to identify needs, retrieve appropriate pre-order information and issue LSRs to U S WEST. Upon receipt, LSRs are screened, routed to the proper center for issuance of the corresponding service orders and FOC. Service orders are assigned, designed to the CLEC's termination point, installed and completed. If the CLEC ordered coordination, the implementer works with the LRAC to load the appropriate COT who completes the frame wiring and assists the implementer in testing the switch port. The RCMAC completes line translations and also assists the implementer in testing. The implementer completes the order and contacts the CLEC for acceptance. OSSs are updated, completion reports issued and billing is established.

Illustration

To illustrate the unbundled line-side switch port provisioning processes, assume that an end-user customer moves into U S WEST territory for the first time and contacts CLEC Y, a facilities-based provider, for its local telecommunications services. CLEC Y is co-located in U S WEST's central office that services the customer's location, has its own loop facilities to the end-user customer's premise but decides to use U S WEST's switching capabilities.

The customer would contact CLEC Y. The CLEC's representative would request pre-ordering information. If CLEC X is using U S WEST's IMA or EDI electronic interfaces, the user would issue online, real-time queries to U S WEST. Those pre-ordering transactions that the CLEC user may wish to issue are:

- Retrieve Service Availability (because this query only is used for POTS Resale)ⁱ; and
- Retrieve/Select Available Telephone Numbers (because, with an unbundled loop, the CLEC performs the switching function, not U S WEST).

The other pre-ordering transactions would not apply:

- Validate Address (because no outside dispatch to the correct address is needed);
- Retrieve CSR (because there is no existing account);
- Retrieve/Reserve Available Appointments (because no outside dispatch is needed); and
- Retrieve Facility Availability (because no loop is being ordered).

After the appropriate pre-order transactions are completed, the CLEC would create various forms (defined by the OBF) of the type "unbundled analog line-side switch port or unbundled digital line-side switch port-ISDN capable as a new installation." Order forms include the LSR (local service request), EUI (end user information), Switch Service Form (switch port information) and Listing (white page listings information). These forms identify the CLEC's becoming the local service

¹ This information is also only available for U S WEST's POTS retail services, not design retail services.

provider of the end-user customer on the basis of an unbundled switch port. After completing the forms, the CLEC electronically transmits the forms to U S WEST.

If the LSR is received electronically, the screener briefly reviews the LSR, EUI and Switch Service forms for completeness. After screening the order, the screener routes the forms to the appropriate center for creation of the service orders. Today, the unbundled switch orders are routed to the Des Moines ISC. The SDC issues the service orders in the appropriate SOP and transmits an FOC to the CLEC. The service order is assigned in the SWITCH systems and the designer designs the port in TIRKS. The designer also transmits the design layout record (DLR) to the CLEC. The implementer tests and turns up the switch port, ensuring that the order is sent to MARCH/APRIL for line side translations and provisioning of vertical features, if any. The RCMAC completes the translation work, if assistance is required. If inside work is necessary, the LRAC determines the type of work and technician that are necessary and loads the appropriate LNO technician using U S WEST standard loading procedures. The COT wires the circuit according to the WORD document and works cooperatively with implementer to test and turn up the circuit.

On the due date, the implementer contacts the CLEC and completes the order. Depending on the installation options requested (Basic Installation or Coordinated Installation), U S WEST and the CLEC complete the order with either cooperative or coordinated testing. The implementer calls the CLEC for acceptance of the order. Upon completion, U S WEST's OSS are updated and billing established.

Unbundled Switch Trunk Side Switch Port Process

If an Unbundled Switch DS1 Trunk Port is ordered, the CLEC issues an ASR (access service request) either manually or through U S WEST's EXACT electronic

interface. Three forms are used: the ASR, the Special Access Service Request (SPE) and the SPE2 forms. The SDC receives the ASR, verifies the CLEC's certification, verifies the accurateness and completeness of the ASR and/or builds the trunk group request form. The SDC also validates the ordering intervals, reviews other pertinent information and logs the ASR in TIRKS-GOC (Generic Order Control).

The designer accesses WFM (Work Flow Manager), EXACT and TIRKS to design the switch port, resolves any RMAs (Request for Manual Assistance) and checks for spare capacity. Afterwards, the designer issues the DLR to the CLEC and distributes the order for provisioning.

The implementer coordinates the installation of the switch port, resolves jeopardies and works with the Load Specialist and COT to load the COT, complete the wiring and setting up of cross connects and perform conformance testing. The implementer records the conformance test results and contacts the CLEC to turn up the DS1 Trunk Port element. Working with the appropriate CLEC personnel, the implementer completes the service order in WFA-C (Work Force Administration-Control) and IABS (Integrated Access Billing System) for billing.

Illustration

To further illustrate these processes, I will describe how U S WEST processes a request for an unbundled switch trunk port. The CLEC completes the LSR, SPE and SPE2 forms which make up the request. Using TELIS software, the CLEC transmits the ASR to U S WEST and the ASR is placed in the EXACT system from where the SDC verifies the ASR has not been put in an error condition, adds information, such as the representative's name and number, and product codes. The SDC logs the request in TIRKS GOC (Trunk Inventory Record Keeping System – Generic Order Control) and

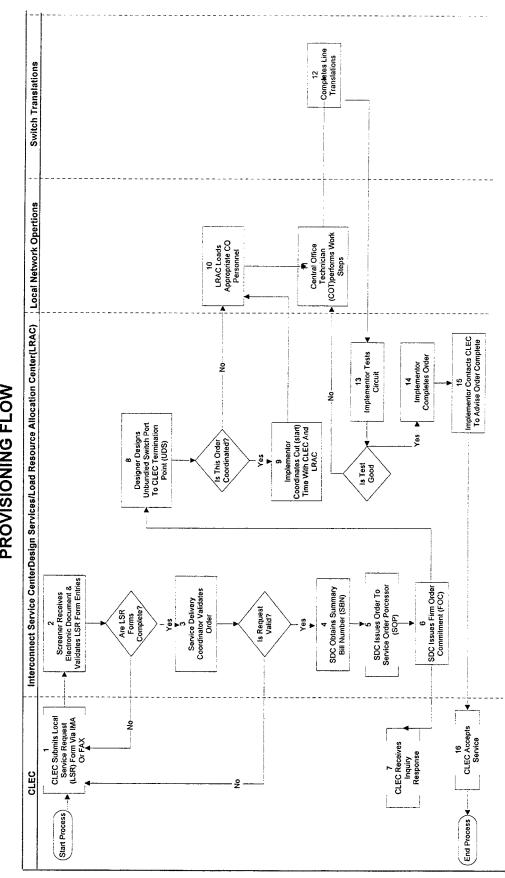
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builds the trunk group request and work authorization forms. The SDC validates the ordering intervals such as the service order issue date (SID), record issue date and design, verify and assign date.

The SDC accesses WFM (Work Flow Manager), EXACT and TIRKS to design the switch port, resolves any RMAs (Request for Manual Assistance) and checks for spare capacity. Afterwards, the SDC issues the DLR and FOC to the CLEC and distributes the order for provisioning.

To coordinate, the implementer coordinates the installation of the switch port, resolves jeopardies and works with the Load Specialist and COT, to load the COT, complete the wiring and set up of cross connects, running from the frame to the CLEC's meet point and performs conformance testing. The implementer records the conformance test results and contacts the CLEC to turn up the DS1 Trunk Port element. Working with the appropriate CLEC personnel, the implementer completes the service order in WFA-C (Work Force Administration-Control) and IABS (Integrated Access Billing System) for billing.

Figure 1 - Provisioning Flow of Unbundled Line Port UNBUNDLED SWITCH LINE PORT PROVISIONING FLOW



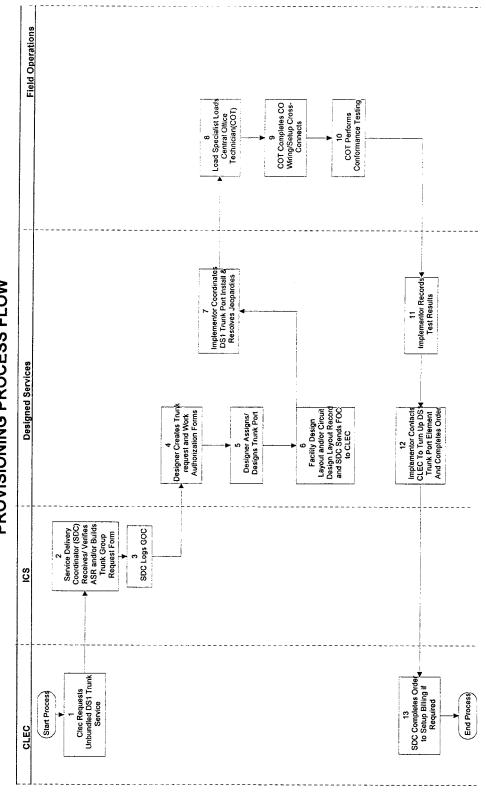
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Task Descriptions

Task	Description	
1	Local Service Request (LSR) form submitted to Denver Interconnect Service Center (ISC)	
2	LSR and associated forms reviewed for completeness	
2.1	CLEC certification verified	
2.2	Letter of Authorization (LOA) verified	
2.3	CLEC interval validated	
3	Determines if the request is accurate; resolves questions	
4	Summary Billing number for account obtained	
5	Service Order is issued into Service Order Processor (SOP).	
6	Firm Order Commitment (FOC) is issued to CLEC	
7	Make Assignment and issues response to CLEC	
7.1	Load USOCs and assign as business class of service	
7.2	Identify Available Office Equipment	
8	Order designed	
9	Cut (start) time is coordinated with CLEC and U S WEST Load & Resource Allocation Center (LRAC),	
10	Load Central Office work steps	
11	COT performs work	
12	Provision Line Translations	
13	Circuit is tested	
14	Order completed	
15	CLEC notified	
16	Billing established	

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UNBUNDLED SWITCH TRUNK PORT PROVISIONING PROCESS FLOW



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Task Descriptions

Task	Description	
1	Access Service Request (ASR) form submitted to Denver Interconnect Service Center (ISC)	
2	ASR and associated forms reviewed for completeness	
2.1	CLEC certification verified	
2.2	Letter of Authorization (LOA) verified	
2.3	CLEC interval validated	
3	Determines if the request is accurate; resolves questions and logs order	
3.1	Summary Billing number for account obtained	
3.2	Service Order is issued into Service Order Processor (SOP).	
4	Build Trunk DRI and WA	
5	Design Trunk Port	
6	Firm Order Commitment (FOC) is issued to CLEC	
7	Trunk port installation is coordinated	
8	Load Central Office work steps	
9	Order issued and central work performed	
10	Circuit is tested	
11	Order completed	
12	CLEC notified	
13	Billing established	

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SHARED TRANSPORT

Shared Transport relates to U S WEST's interoffice message trunk network for the delivery of switched, voice grade traffic between U S WEST end offices and tandem switches within local calling areas. Shared Transport is only provided with Unbundled Switch Ports; consequently, unless custom routing is ordered, traffic will be directed over U S WEST's interoffice message trunk network.

Shared Transport Processes

The process definition for shared transport is expressed differently than the other processes discussed above. The OBF has not defined a specific form for shared transport, and there is no discrete service order that corresponds to a CLEC's request for this product; rather, the request for shared transport is identified in the Feature Detail field of the Switch Port Service Form in either IMA GUI or EDI. This is carried forward onto the switch port service order as a Line Class Code. When the switch port is provisioned, access to U S WEST's shared network is then included.

In summary, the provisioning process for shared transport is part and parcel of the provisioning process for switch ports.

LISTINGS FOR RESALE AND LINE SIDE UNBUNDLED NETWORK ELEMENTS

Listings is a term to describe the customer information (name, address and telephone number, for example) that appears in the white page telephone directory and directory assistance data bases. Listings are either simple or complex depending on the amount, type and format of information involved. Simple listings are basically customer name, address and telephone number with no special formatting. Complex listings include this same basic information and can include items such as multiple telephone numbers, customer names and special formatting, such as degree of indent and bolded type. Customers have the option to have their listings published (appears in both directory assistance and the white page directory), non-published (appears in neither directory assistance nor the white page directory).

Listings Processes

The listings process is made up of several entry points and a common downstream processing flow. Entry points reflect whether a purely facility-based provider, a resale/unbundler or U S WEST retail subscriber provides listing information to U S WEST.

The facility-based provider prepares the listing forms, specified by the OBF. The provider may elect to either transmit the information via a batch EDI interface, built

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specifically to support listings or via facsimile to U S WEST's listings operations group. If the EDI interface is used, the listings are fed directly in the Listings Services System (LSS). If facsimile is used, the listings operations group inputs the listings into LSS.

A reseller or unbundler may elect to transmit listing information either via IMA, EDI or facsimile. If the listings are contained on an LSR of the type eligible for flow-through, the LSR including the listing portion will be electronically converted into a service order and placed into the service order processing flow. If the listing is a "simple listing", it is included on the service order. If the listing is a "complex listing", the ISC refers the listings information to the Complex Listings Center which inputs the information directly into the SOP.

In the case of a U S WEST retail subscriber, the end-user customer contacts the U S WEST business office and provides listing information. If the listing is a simple listing, the listing information is input on the service order. If the listing is complex, the listing information is faxed to the Listings Group which inputs the listing information directly into LSS (Listings Support System).

Once in the SOP, the listings information from the service orders are placed into the listings database from which a nightly download file is created. This file, containing commingled listings for CLECs and U S WEST, is sent to directory assistance and DEX. In each case, directory assistance and DEX updates their data bases the next calendar

¹ The term purely facility-based provider describes a CLEC that only interconnects to U S WEST's network and does not issue orders for resale services or unbundled network elements.

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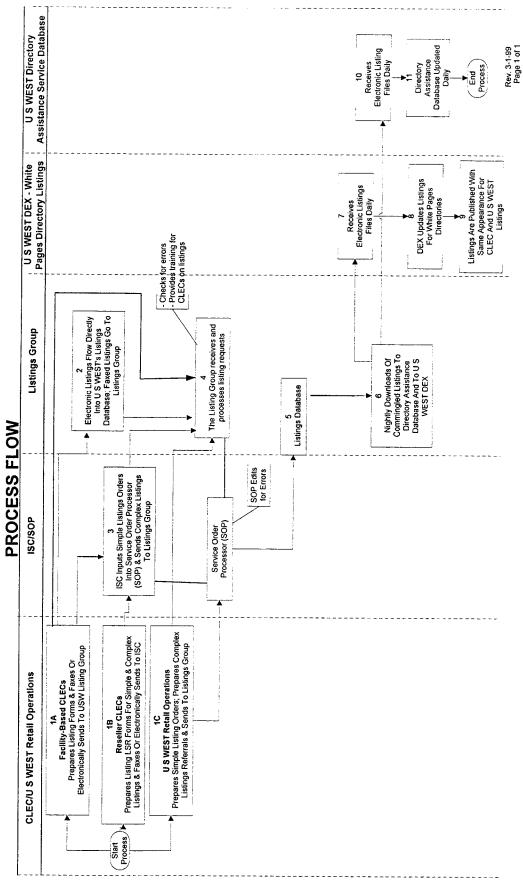
day. Additionally, DEX publishes the listings with the same appearance for CLECs and U S WEST.

Illustration

To illustrate listings provisioning processes, assume that a CLEC that is a purely facilities-based provider wishes to have a simple residential listing appear in U S WEST's DEX directory and directory assistance. Further assume that this CLEC uses U S WEST's batch EDI interface for listings. The CLEC defines the listing information, formats the listing and transmits it to U S WEST via the EDI interface that feeds the listing directly into LSS without human intervention. The residential listing is placed into the nightly download file with the other listings in the database and is sent to DEX and directory assistance. The databases for DEX and directory assistance are updated the next calendar day.

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WHITE PAGES DIRECTORY LISTINGS - CHECKLIST ITEM 8 CLEC AND U S WEST RETAIL END USER LISTINGS



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Task Descriptions

TASK	DESCRIPTION	
1A Facility-Based CLECs	Prepares one or more of the following OBF Directory Listing Forms:	
Prepares Listing Forms & Faxes or Electronically Sends to USW	DSR – Directory Service Request – required for all listing information	
Listing Group	DL – Directory Listing – contains end-user listing data as it is to appear in the published directory and on Directory Assistance	
	DSCR – Directory Service Caption Request – required when requesting caption or straight line indent listings	
	When the listing is associated with UNE-Switch Port, the CO-PROVIDER may submit their request via Fax, On-line EDI, or On-line IMA	
1B Reseller CLECs	Prepares one or more of the following OBF Directory Listing Forms:	
Prepares Listing LSR Forms for Simple & Complex Listings &	 DSR – Directory Service Request – required for all listing information 	
Faxes or Electronically Sends to ISC	 DL – Directory Listing – contains end-user listing data as it is to appear in the published directory and on Directory Assistance 	
	 DSCR – Directory Service Caption Request – required when requesting caption or straight line indent listings 	
	 The CO-PROVIDER may submit their request via Fax, On-line EDI or On-line IMA. 	
1C	Any end user or Co-Provider who purchases services from	
U S WEST Retail Operations	U S WEST at retail rates.	
Prepares Simple Listing Orders;	Via telephone.	
Prepares Complex Listings Referrals & Sends to Listings	Via mail.	
Group	 Via faxed listing request (No OBF forms are used by Retail subscribers) 	

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TASK	DESCRIPTION
A. Inputs listings into listings database: or, B. Electronic listings go directly into U S WEST's listings database	 Types listings directly into LSS system in format according to LSS formats. Batch EDI formats directly to LSS.
3 ISC inputs simple listings orders into Service Order Processor (SOP)	Types listing orders into SOPs such as RSOLAR, SOLAR, SONAR and SOPAD.
Service Order Processor	Handles listing requests and interfaces with the Listing Database
4 Listings Group receives listing orders from CLEC	Listings Group receives Faxed Complex & Simple listing orders from Fac-Based CLECs - Processes Fac-Based Listings & Releases to Listings Database. Receives Complex Listing Orders from ISC, & U S WEST retail Operations - Processes Complex Listings Orders & Releases to SOP
	EDI Batch Process – Simple and Complex listings
	Fax – Both Complex and Simple listings
5	Mechanical edits are applied to all listings
Listings flow into listings database	CLEC listings and U S WEST listings are commingled in database
	CLECs are provided monthly "proof" reports
	of all their listings
6	Downloads listings to DA database and Dex.
Nightly downloads of commingled listings to Directory Assistance	Datafile for Directory Assistance listings are downloaded to DA from LSS nightly
database and to U S WEST DEX	Data file is produced for all white page listings and downloaded to Dex database nightly
7 Receives electronic listings files daily	Receives listings from LSS. Dex receives data file from LSS nightly with white page listings that need to be in the published directory.
8	Dex white page listing database updated next day.
DEX updates listings for white pages directories	Dex Master database and subsystems updated with data from LSS file.

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TASK	DESCRIPTION	
9		
Listings are published with same appearance for CLEC and U S WEST listings		
10	Receives listings from LSS. Data file is received from LSS	
Receives electronic listing files daily	nightly with all listings that need to appear in DA.	
11	DA database updated with data from data file from LSS.	
Directory Assistance database updated daily		

INTERIM NUMBER PORTABILITY

The term number portability describes the service offering provided by U S WEST to a CLEC which allows an end-user customer to retain his or her telephone number when moving to a different local service provider's switch. Interim number portability solution that uses the existing switch infrastructure to forward a call from a U S WEST switch to a switch provided by the CLEC. Specifically, three solutions are provided: Remote Call Forwarding (RCF), Direct Inward Dialing Service (DID) and Directory Number Route Indexing (DNRI). Each of these solutions routes the call from the dialed end office to the CLEC using the existing switch infrastructure and each removes the vertical and horizontal services of the end-user customer from U S WEST's switches. Thus the number is ported to the CLEC switch.

Remote Call Forwarding Description

Stored Program Control switches are used to forward calls to a different switch. A permanent RCF is established in U S WEST's switch forwarding any incoming call to the number assigned and maintained in the CLEC switch. All call types destined for the ported number will be forwarded to the CLEC.

Directory Number Route Indexing Description

Directory Number Route Indexing is a local exchange telecommunications service which permits incoming calls to be ported to a service provider's switch via DNRI. A permanent Route Index is assigned to the end user's ported number in the U S WEST switch.

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EDI/EB-TA FUNCTIONAL PROCESS DESCRIPTION

U S WEST has made many pre-order, order and repair functions available to CLECs via computer-to-computer interfaces. In the case of pre-order and order functions, the computer-to-computer interface is called EDI and, for repair functions, the computer-to-computer interface is called EB-TA. The processes for these functions are summarized below.

1. PRE-ORDERING, ORDERING & PROVISIONING PROCESS DESCRIPTIONS

The EDI interface supports the following pre-order, order & provisioning functions: (1) telephone number processing, (2) address verification, (3) check for facility availability, (4) check for service availability, (5) retrieval of customer service record, (6) appointment processing, (7) submission of orders, (8) processing of customer listing information, (9) submission of supplemental orders, (10) inquiry of orders, and (11) error processing. Telephone Number Process

The EDI pre-order telephone number process allows the user to execute the following transactions: (1) check for telephone number availability (EDI transaction set 850/TNAQ and 855/TNAR), (2) select and reserve a telephone number (EDI transaction set 850/TNSQ and 855/TNSR), and (3) cancel or return a telephone number (EDI transaction set 860/CTQ and 865/CTR).

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To request a list of available telephone numbers, the CLEC provides end-user related information on the telephone number availability query. A list of available telephone numbers is returned to the CLEC. The telephone numbers are reserved in PREMIS for the end-user's address at the time the list is sent to the CLEC. Once a telephone number has been reserved, the CLEC has 24 busness hours within which the telephone number may be included on a request for service. Any unused numbers will be returned automatically if an LSR is not submitted in 24 business hours or if the number has not been included on a subsequesnt LSR.

Telephone numbers may be canceled or returned to an available status in the OSS. The CLEC may return the telephone number by submitting a cancel transaction, via EDI, or simply by allowing the telephone number time limitation to be reached. The unused telephone number will automatically be returned to an available status.

Address Verification

The EDI pre-order address verification process allows the user to: query for and retrieve confirmation of valid address information (EDI transaction set 850/AVQ and 855/AVR).

Before service can be ordered, the address where service is to be established can be verified to ensure that a proper address is located.

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The CLEC is also able to search for an address using the descriptive name for a specific address.

Facility Availability

The EDI pre-order facility availability process allows the user to: query for and retrieve information related to the presence or absence of POTS facilities for a particular address (EDI transaction set 850/FAQ and 855/FAR).

Using the telephone number or the end-user service address, obtained through the use of the address verification process, a CLEC can query on the existence or availability of and characteristics of POTS facilities at a given point in time.

Service Availability

The EDI pre-order service availability process allows the user to: query for and retrieve information related to POTS service availability (EDI transaction set 850/SAQ and 855/SAR).

Service availability lists the services that are available at the serving wire center.

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Customer Service Record Retrieval

The EDI pre-order customer service record (CSR) retrieval process allows the user to: query for and retrieve an existing CSR (EDI transaction set 850/CSRQ and 855/CSRR).

A CLEC can request to retrieve an existing CSR to verify listing, billing and service related information.

Appointment Process

The EDI pre-order appointment process allows the user to: (1) check for appointment availability (EDI transaction set 850/AAQ and 855/AAR), (2) select and reserve an appointment (EDI transaction set 850/AASQ and 855/AASR), and (3) cancel or return an appointment (EDI transaction set 860/CTQ and 865/CTR).

EDI provides to the CLEC a list of available appointments within a four-week time period. The CLEC has a predetermined amount of time in which to select an appointment from the list. If the time limit is exceeded, the CLEC will need to request an updated list of appointments and choose one of the appointments within the time limitation. To select an appointment via EDI, an appointment selection query is sent with the appropriate date and time selection. Once an appointment has been reserved, the CLEC has 24 business hours to

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submit an LSR in which the appointment is included on a request for service.

Appointments may be canceled and returned to an available status. A CLEC can return an appointment by issuing a supplemental request to cancel the original request for service. The appointment will then be canceled automatically. If an appointment is reserved but it is later determined that it will not be used, the CLEC may cancel the appointment by submitting a cancel transaction, via EDI, or simply allow the appointment time limitation to be reached and IMA will automatically return the appointment to an available status.

Order Submission

After the CLEC submits an LSR, the LSR is converted into a service order that is recognized by U S WEST's OSSs. If the order is eligible for flow-through, the LSR is electronically converted into a service order. U S WEST has flow-through functionality for conversion as-is orders and conversion as-specified orders. Once the service order has passed IMA edits, it is sent to a U S WEST Service Order Processor (SOP). POTS and PBX orders can be submitted via EDI using the EDI transaction set 850/SVCRQT and 855/FOC. For Loop Service (LS) and Number Portability Service (INP and LNP) orders can

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be submitted via EDI using the EDI tranactions set 850/LNPRQT and 855/LNPFQC.

Customer Listing Creation

The Interconnect Service Center (ISC) representative can retrieve, view and process Local Service Requests (LSRs) with complex listings. A complex listing is one that requires special indenting and formatting. Listing information is transmitted as part of the original service order (EDI transaction set 850/SVCRQT and 855/FOC).

Supplemental Order Submission

Using EDI, a CLEC can transmit supplemental orders to either request specific changes, a change in due date only or a cancelation of the entire order (EDI transaction set 860/SUPP or 860/CANCEL and 865/FOC). The original service order is corrected or canceled by the issuance of a supplemental service order.

Order Inquiry

Using the Customer Carrier Name Abbrevation (CCNA), Purchase Order Number (PON) and an optional version number of a LSR, a CLEC can query and retrieve status information. The EDI order inquiry (LSR Status Inquiry) process provides CLECs the ability to inquire the status of a LSR it has submitted. (EDI transaction set 850/LSRSQ and 855/LSRSR).

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Error Process

U S WEST detects errors on CLEC's LSRs and notifies the CLEC in one of two ways. The first type of error is the one that is detected and has notices generated by the IMA/EDI architecture. These error notices are transmitted via an EDI error transaction to the CLEC. An example of this type of error is when a required field is not populated or is populated with data in an invalid format (EDI transaction set 855/FATAL or 855/LNPFATAL). The second type of error is detected by the Interconnect Service Center which transmits an order to the CLEC via an EDI error transaction. These types of errors are those that have been identified after the request has passed the initial IMA/EDI architecture error edit process. For example, if the end-user name, telephone number and/or address are inconsistent with the information retrieved contained in U S WEST's OSSs, an error message will be sent to the CLEC (EDI transaction set 855/NONFATAL or 855/LNPNONF).

2. REPAIR TROUBLE REPORTING PROCESS

Overview of Electronic Bonding for Repair Functions

Currently, Electronic Bonding – Trouble Administration (EB-TA) enables CLECs to submit trouble tickets for POTS, design services, and unbundled loop facilities. EB-TA uses CMIP (Common

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Management Information Protocol) to access functions of the MEDIACC (MEDIated ACCess) interface which, in turn, communicates to back-end repair OSSs such as LMOS (Line Maintenance Operations System). MEDIACC is an interface to the U S WEST repair systems which has been used for years by interexchange carriers to submit trouble tickets. MEDIACC similarly enables CLECs to submit trouble tickets.

Both IMA and EB-TA use MEDIACC to access repair functions in U S WEST's OSSs. By accepting commands from IMA, thehuman-to-computer interface, MEDIACC supports a human-to-computer interface. By employing a CMIP interface, MEDIACC also accepts commands from CLECs' OSSs to support a computer-to-computer interface.

The Electronic Bonding interface to MEDIACC currently supports the following repair functions for trouble tickets: (1) create trouble ticket, (2) inquire on a trouble ticket (3) modify a trouble ticket, (4) receive active notification of status changes, (5) cancel a trouble ticket, and (6) receive active notification of close out status. To use the EB-TA repair functions, a CLEC must deploy its own OSSs that provide inputs,

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outputs and logic surrounding the CLEC's use of the EB-TA repair function.

Create a Trouble Ticket

To use the EB-TA function to create a trouble ticket, the CLEC must input into its OSSs information about the customer line and the nature of the trouble. The CLEC's OSS then formats the data according to the CMIP protocol and sends it to MEDIACC, which sends it to LMOS to invoke the LMOS function to create a trouble ticket.

Inquire, Modify or Cancel a Trouble Ticket

Similarly, requests from a CLEC's OSS to obtain status information on a ticket, or to modify or cancel a ticket, require the CLEC to input into its OSSs the required information, format it and send it to MEDIACC via CMIP. In the case of an inquiry, MEDIACC maintains current information on the ticket, which it sends back to the CLEC's OSS via CMIP. To modify or cancel a ticket, MEDIACC takes information from the CLEC's OSS and forwards certain required information to LMOS. LMOS then performs a transaction to add a subsequent report, identifying the ticket as modified or cancelled.

Receive Active Notification of Trouble Ticket Status Change

The EB-TA interface actively notifys CLECs of certain ticket status changes. The active notification function relies on the capability of

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LMOS to automatically notify MEDIACC of changes in the status of a trouble ticket. MEDIACC forwards this automatic notification to the CLEC's OSS via CMIP.

Close a Trouble Ticket

When U S WEST has resolved the repair order, the trouble ticket status is changed to cleared, then closed in LMOS. MEDIACC receives both notifications and formats the data relating to these status changes. This combined information is then sent to the CLEC's OSSs via CMIP. This information indicates the cause of the trouble, how long the service was impaired, when it was restored, and if billing charges could apply.

Error Process

There are two types of errors which can be sent to the CLEC for repair processing. Both types of errors are detected and have notices generated by EB-TA. The first type of errors is the T1M1 standards errors which relate to EB-TA business functions. For example, a T1M1 error will be sent to the CLEC if the CLEC sends a create transaction without all the required attributes. The second type of error occurs after the trouble ticket passes the trouble administration business function rules. This type of error is a transaction-level error usually associated with data values, data formats and implementation

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agreement violations. An example of this type of error is when an optional attribute is not populated according to the rules of the implementation agreement. As when the telephone number contains dashes and the implementation agreement calls for only digits.

GENERAL RESALE DESCRIPTION

Resale processes involve responding to pre-ordering requests for information, processing orders for resale services and changing information in U S WEST's OSSs to identify the fact that a particular end-user is being served by a specific CLEC. After being resold, the CLEC becomes U S WEST's customer and the end-user customer becomes the customer of the CLEC.

Resale POTS and Designed Services

The description of the order processing flow for POTS and designed services is based on the diagram contained below. First, regarding the CLEC's process, the CLEC, in discussing with the end-user customer, identifies the customer's needs, requests pre-ordering information and sends an order (LSR) to U S WEST. The ISC reviews the order to verify that the information is correct, routes the order between ISC sites, if appropriate, converts the LSR into a service order¹ and places it into the service order processing flow. The service order is assigned and routed depending on its type. Designed service orders are routed to the Design Services Center which creates the design; POTS service orders are routed directly to those operations which complete any translations or provisioning work steps in the switch and inside or outside field work. After these steps are completed, the service orders (both POTS and designed services) are marked as completed on a nightly basis. This nightly batch process is the same process that U S WEST uses for its retail orders. U S WEST's OSSs such as those supporting billing, customer service records, repair line records, etc. are electronically updated. A completion file is transmitted the next morning to the CLEC

¹ LSRs must be converted into service orders. This is because service orders predate the act and are the ordering forms that U S WEST's OSS recognize. LSRs were created by national standards bodies, principally the OBF, and are intended to support local service ordering as a wholesale business.

containing information about orders completed the night before. Billing records are transmitted to the CLEC.

Illustration

To illustrate the POTS Resale processes, I will describe the process flow for a conversion-as-is order. In this example, a customer has called the CLEC to change their existing U S WEST service to the CLEC's service without any changes to their account. The CLEC, while talking to the customer online, uses U S WEST's electronic interface, IMA, to perform the following pre-order transactions:

- Retrieve CSR (provides current account information, such as listings, billing information, and products and services to which the customer subscribes)
- Validate Address (returns address and central office information so that a dispatch to the correct address can be accomplished)
- Retrieve Service Availability (provides list of products and services available at the customer's location

In addition, the CLEC using IMA completes the various forms defined by the OBF for this type of service request. This includes the LSR (local service request), EUI (end user information) and Resale (resale information) forms. These forms identify the CLEC's authorization to become the local service provider of the customer and provide the order information as defined by the OBF. After completing the forms, the CLEC electronically transmits them to U S WEST where they are placed into a database known as the Firm Order Manager (FOM). From here, the screener in the ISC briefly reviews the forms. In this example, there are no items on this customer's U S WEST account that require further action, the screener clicks the "Flow-Through" button. The

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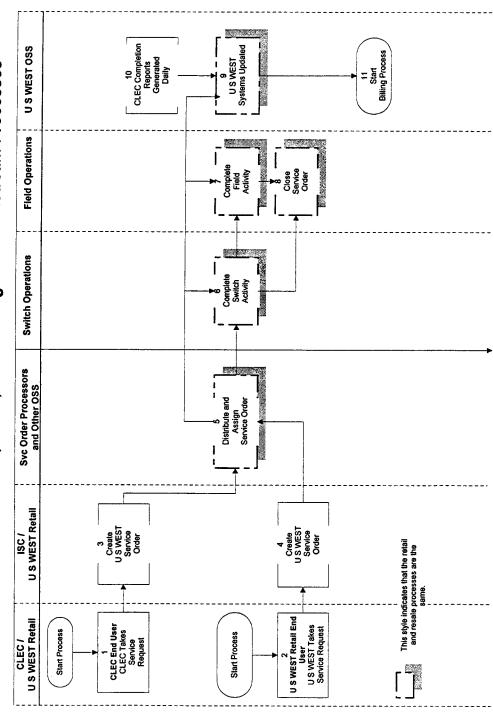
forms are then electronically converted into a service order and placed into the service order processing flow. Because the order is a conversion as-is, no assignment of facilities, switch translations or field dispatches are required. During the nightly batch run, the service order is marked as completed, and the following morning, a completion report containing this customer's information, is electronically transmitted to the CLEC.

If certain situations are present on the customer's account, the screener must take additional steps and the order would not qualify for "flow-through". Examples of these situations are:

- existing gift bill arrangements that require instructions on what to do with the gift bill account, this may result in the need for a service order to sever the arrangement;
- any directory advertising which requires the establishment of a separate
 U S WEST account;
- any special pay treatment processes that require canceling and collection of the bill.

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Checklist Item 14 - Resale POTS Pre-order, Order, Provisioning and Downstream Processes



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Checklist Item 14 - Pots Resale

Pre-Order, Order, Provisioning And Downstream Processes

Task Descriptions

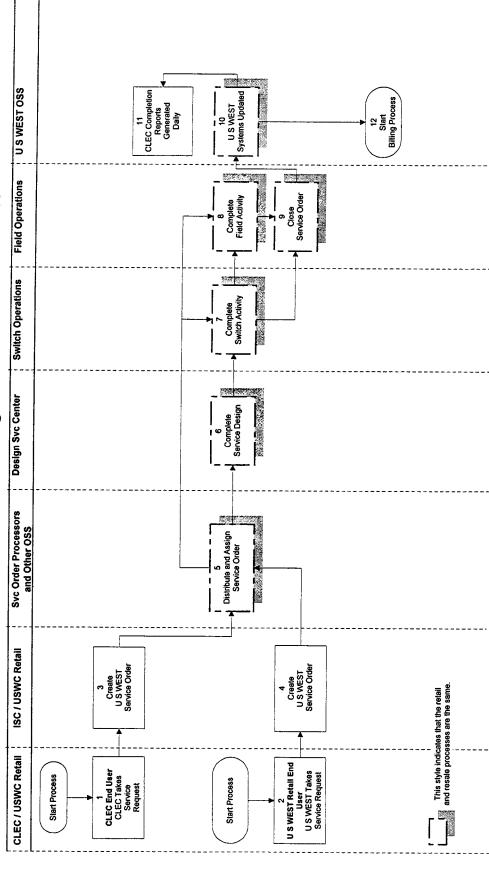
Task	Description
	Description
1	CLEC employee consults with the end-user, conducts pre-order, and order activities. Gathers the end-user's requests and prepares and submits the Local Service Request (LSR) forms to U S WEST using EDI, IMA or Faxing.
2	U S WEST employee obtains the end-user service requirements, access the end-users CSR, and consults with the end-user. If the U S WEST employee uses an order entry system, he or she will enter the end-user request by completing the numerous service order input screens, providing the end-user with all the U S WEST disclosure requirements for products, listings, carriers, etc. This is the case with either SONAR or ROMS.
3	The Interconnect Service Center receives the LSRs and creates the U S WEST service orders. For "flow through" orders, the ISC merely clicks on the "flow through" button and the LSRs are electronically created. If the LSR was Faxed, then it is automatically converted into an LSR electronic image. The electronic image is reviewed and is electronically sent to an Order Specialist who types the U S WEST service orders. U S WEST sends the CLEC a Firm Order Commitment (FOC) when the orders are issued.
4	If the service representative uses either SONAR or ROMS, the service representative hits the enter button. In the case of SONAR, the service order is sent on to the SOP. In the case of ROMS, the order is sent to the order center where an order typist retypes the order either into SONAR or directly into the SOP.
5	The Service Order Analysis and Control (SOAC) distributes all service orders to all appropriate "downstream" systems and work groups. Based on the type of order SOAC determines were to send the orders. For instance the order are passed to: LFAC for assignment, RCMAC for switch translations, the Central Office for physical switch wiring, the LNO for outside technician work, and the Listings, DA, Operator Services and 911 work centers / systems.
6	Complete any necessary switch activity changes such adding features to an existing line, establishing a new line or changing the long distance carrier. All service orders, retail and resale, are handled in the same fashion using the same processes and procedures. The orders are reviewed for completeness and accuracy.
7	Complete any necessary fieldwork such central office wiring and wiring the circuit at the end-user's location.
8	Complete the service order. The OSS as part of the nightly batch runs will automatically complete the order.
9	The completed service order is passed to the internal U S WEST systems for listings, 911, DA, Operator Services, etc. The end-user end-user's account is marked to show that the end-user is no longer a U S WEST end-user, but rather a CLEC end-user.

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Task	Description	
10	CLEC completion and loss reports are generated and sent to the CLEC. These reports are generated nightly based on the service orders completed that day and sent to the CLECs every morning. The reports, paper or electronic, are forwarded based on the CLEC stated preference in the New Customer Questionnaire.	
11	The completed order is passed to the U S WEST billing systems so that the CLEC or the U S WEST end-user can be billed correctly. The end-user's account is marked to show the responsibility for the account transferred to the CLEC and that the end-user belongs to U S WEST.	

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Design Sevices Pre-order, Order, Provisioning and Downtream Processes Checklist Item14 - Resale



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Checklist Item 14 - Resale Design Services

Pre-Order, Order, Provisioning And Downstream Processes

Task Descriptions

Task	Description
1	CLEC employee consults with the end-user, conducts pre-order, and order activities. Gathers the end-user's requests and prepares and submits the Local Service Request (LSR) forms to U S WEST using EDI, IMA or Faxing.
2	U S WEST employee obtains the end-user service requirements, access the end-users CSR, and consults with the end-user. If the U S WEST employee uses an order entry system, he or she will enter the end-user request by completing the numerous service order input screens, providing the end-user with all the U S WEST disclosure requirements for products, listings, carriers, etc. This is the case with IFE. Otherwise, the service representative takes the order information by hand.
3	The Interconnect Service Center receives the LSRs and creates the U S WEST service orders. If the LSR was faxed, then it is automatically converted into an LSR electronic image. The electronic image is reviewed and is electronically sent to an Order Specialist who types the U S WEST service orders. U S WEST sends the CLEC a Firm Order Commitment (FOC) when the orders are issued.
4	If the service request has been entered into IFE it is then electronically sent to the appropriate service order processors.
5	The Service Order Processors (SOPS) receive the order performs some edits and passes them to the Service Order Analysis and Control (SOAC). At this point all U S WEST and CLEC requests are commingled and handled by the same systems and processes. The SOAC distributes all service orders to all-appropriate "downstream" systems and work groups. Based on the type of order, SOAC determines where to send the orders. For instance the orders are passed to: LFAC for assignment, RCMAC for switch translations, the Central Office for physical switch wiring, the LNO for outside technician work, and the Listings, DA, Operator Services and 911 work centers / systems.
6	The orders are sent to Trunks Integrated Record Keeping System (TIRKS) and the service is designed. Critical dates are established including a test schedule. The TIRKS designs are sent to all appropriate downstream organizations.
7	Complete any necessary switch activity changes such adding central office features to an existing line, establishing a new line or changing the long distance carrier. All service orders, retail and resale, are handled in the same fashion using the same processes and procedures. The orders are reviewed for completeness and accuracy.
8	Complete any necessary fieldwork such central office wiring and wiring the circuit at the end-user's location.
9	Complete the service order. The OSS, as part of the nightly batch runs, will automatically complete the order.

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Task	Description
10	The completed service order is passed to the internal U S WEST systems for listings, 911, DA, Operator Services, WFA, etc. The end-user's account is marked to show the responsibility for the account transferred to the CLEC. The end-user is no longer a U S WEST end-user.
11	CLEC completion and loss reports are generated and sent to the CLEC. These reports are generated nightly based on the service orders completed that day and sent to the CLECs every morning. The reports, paper or electronic, are forwarded based on the CLEC stated preference in the New Customer Questionnaire.
12	The completed order is passed to the U S WEST billing systems so that the CLEC or the U S WEST end-user can be billed correctly. The end-user's account is marked to show the responsibility for the account transferred to the CLEC and that the end-user belongs to U S WEST.

UNBUNDLED LOOP PRE-ORDERING, ORDERING AND PROVISIONING PROCESS

Unbundled loop entails provisioning facilities from the Network Interface Device (NID) at the customer's premise to the U S WEST's Main Distributing Frame (MDF) or equivalent and on to the point at which U S WEST's facilities meet the CLEC's facilities (co-location space or Interconnection Distribution Frame). To illustrate the processes in support of unbundled loop, the example I use assumes an end-user customer moves into U S WEST territory for the first time and contacts a facilities based CLEC for local telecommunications services. The CLEC is co-located in the U S WEST central office that services the customer's address and the CLEC decides to provide service via an unbundled loop.

Unbundled Loop Process

The description of the order processing flow for unbundled loop is based on the diagram contained below. The CLEC, in talking with the end-user, identifies the customer's needs, requests pre-ordering information, creates an LSR and transmits it to U S WEST either electronically via one of U S WEST's pre-ordering/ordering interfaces or via facsimile. In turn, U S WEST briefly screens the order, routes the order to the proper ISC that converts the LSR into a service order and places it into the service order processing flow. The service order is assigned and provisioned, as appropriate. At this point, the ISC returns an FOC to the CLEC.

If the order flows through TIRKS, it is routed to the implementer; otherwise, the order is routed to the designer who creates the necessary design in TIRKs. The implementer coordinates the central office work with the LRAC and the CLEC, if requested, and works with the LRAC to assign the Central Office Technician (COT) who must run a jumper from U S WEST's MDF or equivalent to the tie cable leading the meet point where U S WEST's facilities meet those of the CLEC. In addition, a dispatch in the field (outside plant dispatch) may be necessary. If so, that field dispatch is scheduled and the work completed. The implementer also tests the circuit, completes the order and notifies the CLEC. Like resale

orders, the unbundled loop service order is marked as completed on a nightly basis. This is because the same service order processors process service orders for resale and UNEs.

U S WEST's OSS supporting billing and customer service records are electronically updated.

A completion file is transmitted the next morning to the CLEC containing information about orders completed the night before. Billing records are transmitted to the CLEC according to appropriate cycles, i.e. daily usage files and monthly summary bills.

Illustration

When the customer contacts the CLEC, its representative would request pre-ordering information. In this example, the CLEC is using U S WEST's IMA electronic interface and issues online, real-time queries to U S WEST for the following pre-ordering transactions.

- Validate Address (returns address and central office information so that a dispatch to the correct address can be accomplished)
- Retrieve Facility Availability (provides information so that the CLEC may determine whether available facilities exist, i.e. whether the order may be held for lack of facilities)
- Retrieve/Reserve Available Appointments (provides list of available dispatch
 appointments so that the CLEC can reserve a specific date and time for an
 installation appointment; this query may be necessary if the facility availability query
 indicates that a dispatch is needed

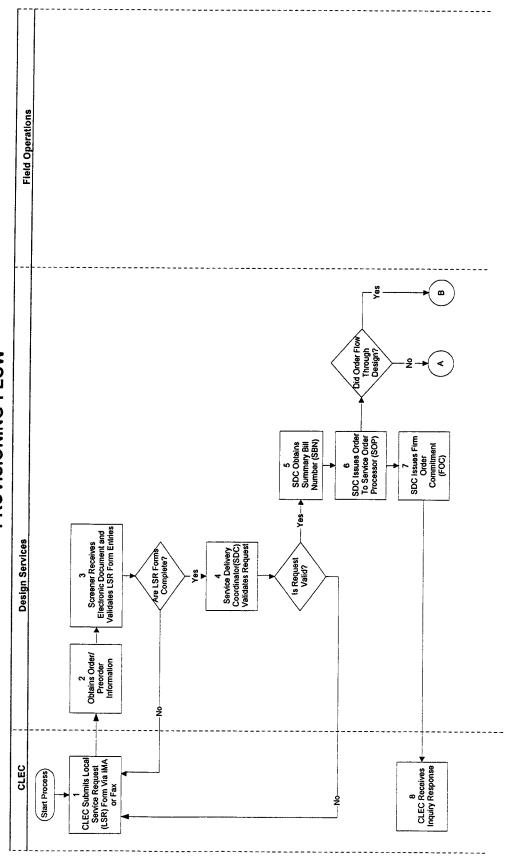
In addition, the CLEC using IMA completes the various forms defined by the OBF for the type "unbundled loop as a new installation". This includes the LSR (local service request), EUI (end user information) and Resale (resale information) forms. These forms identify the CLEC's authorization to become the local service provider of the end-user customer on the basis of an

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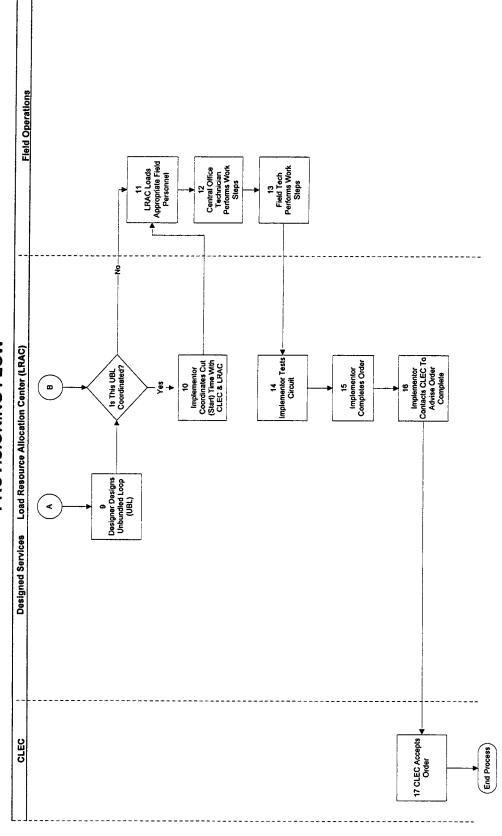
unbundled loop. After completing the forms, the CLEC electronically transmits them to U S WEST where they are placed into a database known as the Firm Order Manager (FOM). From here, the screener in the ISC briefly reviews the forms and routes them to the Des Moines ISC. The SDC checks to see if there are any related orders, reviews remarks for additional information, validates the CLLI code, issues the service orders in the appropriate SOP and transmits an FOC to the CLEC.

In this example, the order is assumed not to flow-through TIRKS so a designer must design the loop. Since the CLEC ordered coordination and conformance testing, an implementer is assigned to coordinate the cut-over and testing with the CLEC and the U S WEST LRAC. After the design step is completed, coordination is scheduled and the work begins. A specific technician is assigned using U S WEST's standard loading and coordination procedures. Once the installation and testing of the loop is complete, the implementer completes the order and contacts the appropriate CLEC person to advise that the order has been completed. During the nightly batch run, the service order is marked as completed, and the following morning, a completion report containing this customer's information, is electronically transmitted to the CLEC.

UNBUNDLED LOOP PROVISIONING FLOW



UNBUNDLED LOOP PROVISIONING FLOW



Task Descriptions

Task	Description
1	Local Service Request (LSR) form submitted to Denver Interconnect Service Center (ISC)
2 and 3	Obtain preorder/order information and review LSR and associated forms for completeness
2.1	CLEC certification verified
2.2	Letter of Authorization (LOA) verified
2.3	Verifies that facilities are available to service address
2.4	CLEC Termination Point verified
2.5	Network Channel (NC) and Network Channel Interface (NCI) codes verified
2.6	CLEC interval validated
4	Determines if the request is accurate; resolves questions and problems
5	Summary Billing number for account obtained
6	Service Order is issued into Service Order Processor (SOP).
7 and 8	Firm Order Commitment (FOC) is issued to CLEC
9	Unbundled Loop is designed
10*	Cut (start) time is coordinated with CLEC and U S WEST Load & Resource Allocation Center (LRAC), Central Office Technician (COT), Field Technician.*=If CLEC orders the coordinated installation option this step is used otherwise this step is omitted.
11	Provisioning work request received in Network Operations
12	Word Doc issued and Central Office work performed
13	Word Doc issued and field work at end user's premise performed if required
14	Circuit is tested (If provisioning option is basic and circuit is reused, task not performed.)
15	Order completed
16	CLEC notified via phone call to accept service and begin billing

GENERAL UNBUNDLED SWITCH DESCRIPTION

Unbundled switch consists of three components: a port (line or trunk), vertical features and switching usage.

Unbundled Switch Line Side Switch Port Process

The description of the order processing flow for unbundled loop is based on the diagram contained below. The CLEC interacts with end-user customers to identify needs, retrieve appropriate pre-order information and issue LSRs to U S WEST. Upon receipt, LSRs are screened, routed to the proper center for issuance of the corresponding service orders and FOC. Service orders are assigned, designed to the CLEC's termination point, installed and completed. If the CLEC ordered coordination, the implementer works with the LRAC to load the appropriate COT who completes the frame wiring and assists the implementer in testing the switch port. The RCMAC completes line translations and also assists the implementer in testing. The implementer completes the order and contacts the CLEC for acceptance. OSSs are updated, completion reports issued and billing is established.

Illustration

To illustrate the unbundled line-side switch port provisioning processes, assume that an end-user customer moves into U S WEST territory for the first time and contacts CLEC Y, a facilities-based provider, for its local telecommunications services. CLEC Y is co-located in U S WEST's central office that services the customer's location, has its own loop facilities to the end-user customer's premise but decides to use U S WEST's switching capabilities.

The customer would contact CLEC Y. The CLEC's representative would request pre-ordering information. If CLEC X is using U S WEST's IMA or EDI electronic interfaces, the user would issue online, real-time queries to U S WEST. Those pre-ordering transactions that the CLEC user may wish to issue are:

- Retrieve Service Availability (because this query only is used for POTS Resale)ⁱ; and
- Retrieve/Select Available Telephone Numbers (because, with an unbundled loop, the CLEC performs the switching function, not U S WEST).

The other pre-ordering transactions would not apply:

- Validate Address (because no outside dispatch to the correct address is needed);
- Retrieve CSR (because there is no existing account);
- Retrieve/Reserve Available Appointments (because no outside dispatch is needed); and
- Retrieve Facility Availability (because no loop is being ordered).

After the appropriate pre-order transactions are completed, the CLEC would create various forms (defined by the OBF) of the type "unbundled analog line-side switch port or unbundled digital line-side switch port-ISDN capable as a new installation." Order forms include the LSR (local service request), EUI (end user information), Switch Service Form (switch port information) and Listing (white page listings information). These forms identify the CLEC's becoming the local service

¹ This information is also only available for U S WEST's POTS retail services, not design retail services.

provider of the end-user customer on the basis of an unbundled switch port. After completing the forms, the CLEC electronically transmits the forms to U S WEST.

If the LSR is received electronically, the screener briefly reviews the LSR, EUI and Switch Service forms for completeness. After screening the order, the screener routes the forms to the appropriate center for creation of the service orders. Today, the unbundled switch orders are routed to the Des Moines ISC. The SDC issues the service orders in the appropriate SOP and transmits an FOC to the CLEC. The service order is assigned in the SWITCH systems and the designer designs the port in TIRKS. The designer also transmits the design layout record (DLR) to the CLEC. The implementer tests and turns up the switch port, ensuring that the order is sent to MARCH/APRIL for line side translations and provisioning of vertical features, if any. The RCMAC completes the translation work, if assistance is required. If inside work is necessary, the LRAC determines the type of work and technician that are necessary and loads the appropriate LNO technician using U S WEST standard loading procedures. The COT wires the circuit according to the WORD document and works cooperatively with implementer to test and turn up the circuit.

On the due date, the implementer contacts the CLEC and completes the order. Depending on the installation options requested (Basic Installation or Coordinated Installation), U S WEST and the CLEC complete the order with either cooperative or coordinated testing. The implementer calls the CLEC for acceptance of the order. Upon completion, U S WEST's OSS are updated and billing established.

Unbundled Switch Trunk Side Switch Port Process

If an Unbundled Switch DS1 Trunk Port is ordered, the CLEC issues an ASR (access service request) either manually or through U S WEST's EXACT electronic

interface. Three forms are used: the ASR, the Special Access Service Request (SPE) and the SPE2 forms. The SDC receives the ASR, verifies the CLEC's certification, verifies the accurateness and completeness of the ASR and/or builds the trunk group request form. The SDC also validates the ordering intervals, reviews other pertinent information and logs the ASR in TIRKS-GOC (Generic Order Control).

The designer accesses WFM (Work Flow Manager), EXACT and TIRKS to design the switch port, resolves any RMAs (Request for Manual Assistance) and checks for spare capacity. Afterwards, the designer issues the DLR to the CLEC and distributes the order for provisioning.

The implementer coordinates the installation of the switch port, resolves jeopardies and works with the Load Specialist and COT to load the COT, complete the wiring and setting up of cross connects and perform conformance testing. The implementer records the conformance test results and contacts the CLEC to turn up the DS1 Trunk Port element. Working with the appropriate CLEC personnel, the implementer completes the service order in WFA-C (Work Force Administration-Control) and IABS (Integrated Access Billing System) for billing.

Illustration

To further illustrate these processes, I will describe how U S WEST processes a request for an unbundled switch trunk port. The CLEC completes the LSR, SPE and SPE2 forms which make up the request. Using TELIS software, the CLEC transmits the ASR to U S WEST and the ASR is placed in the EXACT system from where the SDC verifies the ASR has not been put in an error condition, adds information, such as the representative's name and number, and product codes. The SDC logs the request in TIRKS GOC (Trunk Inventory Record Keeping System – Generic Order Control) and

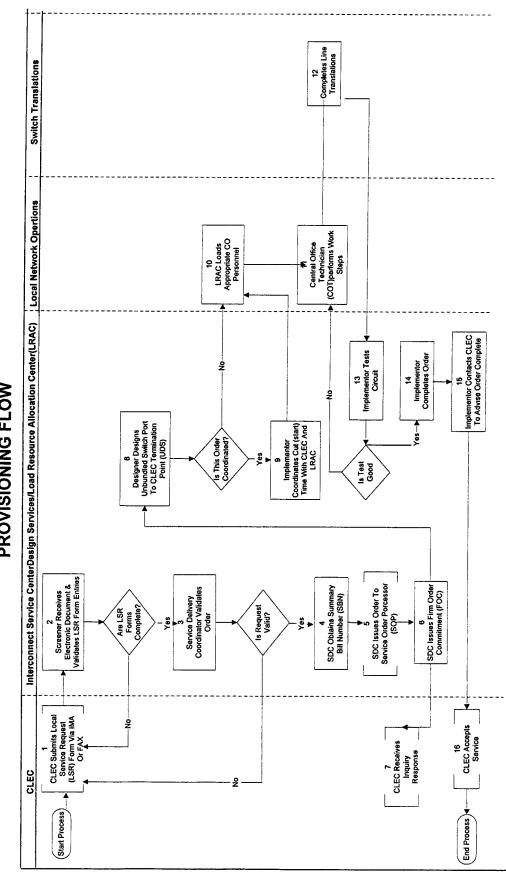
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builds the trunk group request and work authorization forms. The SDC validates the ordering intervals such as the service order issue date (SID), record issue date and design, verify and assign date.

The SDC accesses WFM (Work Flow Manager), EXACT and TIRKS to design the switch port, resolves any RMAs (Request for Manual Assistance) and checks for spare capacity. Afterwards, the SDC issues the DLR and FOC to the CLEC and distributes the order for provisioning.

To coordinate, the implementer coordinates the installation of the switch port, resolves jeopardies and works with the Load Specialist and COT, to load the COT, complete the wiring and set up of cross connects, running from the frame to the CLEC's meet point and performs conformance testing. The implementer records the conformance test results and contacts the CLEC to turn up the DS1 Trunk Port element. Working with the appropriate CLEC personnel, the implementer completes the service order in WFA-C (Work Force Administration-Control) and IABS (Integrated Access Billing System) for billing.

Figure 1 - Provisioning Flow of Unbundled Line Port UNBUNDLED SWITCH LINE PORT PROVISIONING FLOW



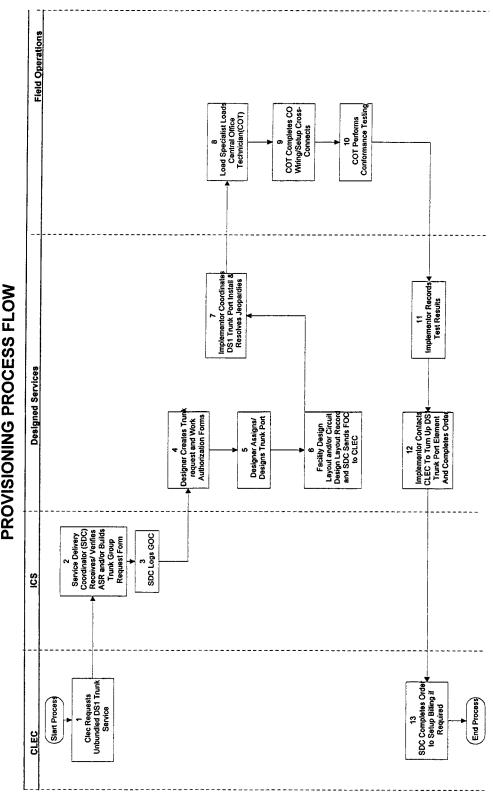
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Task Descriptions

Task	Description
1	Local Service Request (LSR) form submitted to Denver Interconnect Service Center (ISC)
2	LSR and associated forms reviewed for completeness
2.1	CLEC certification verified
2.2	Letter of Authorization (LOA) verified
2.3	CLEC interval validated
3	Determines if the request is accurate; resolves questions
4	Summary Billing number for account obtained
5	Service Order is issued into Service Order Processor (SOP).
6	Firm Order Commitment (FOC) is issued to CLEC
7	Make Assignment and issues response to CLEC
7.1	Load USOCs and assign as business class of service
7.2	Identify Available Office Equipment
8	Order designed
9	Cut (start) time is coordinated with CLEC and U S WEST Load & Resource Allocation Center (LRAC),
10	Load Central Office work steps
11	COT performs work
12	Provision Line Translations
13	Circuit is tested
14	Order completed
15	CLEC notified
16	Billing established

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UNBUNDLED SWITCH TRUNK PORT PROVISIONING PROCESS FLOW



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Task Descriptions

Task	Description
1	Access Service Request (ASR) form submitted to Denver Interconnect Service Center (ISC)
2	ASR and associated forms reviewed for completeness
2.1	CLEC certification verified
2.2	Letter of Authorization (LOA) verified
2.3	CLEC interval validated
3	Determines if the request is accurate; resolves questions and logs order
3.1	Summary Billing number for account obtained
3.2	Service Order is issued into Service Order Processor (SOP).
4	Build Trunk DRI and WA
5	Design Trunk Port
6	Firm Order Commitment (FOC) is issued to CLEC
7	Trunk port installation is coordinated
8	Load Central Office work steps
9	Order issued and central work performed
10	Circuit is tested
11	Order completed
12	CLEC notified
13	Billing established

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SHARED TRANSPORT

Shared Transport relates to U S WEST's interoffice message trunk network for the delivery of switched, voice grade traffic between U S WEST end offices and tandem switches within local calling areas. Shared Transport is only provided with Unbundled Switch Ports; consequently, unless custom routing is ordered, traffic will be directed over U S WEST's interoffice message trunk network.

Shared Transport Processes

The process definition for shared transport is expressed differently than the other processes discussed above. The OBF has not defined a specific form for shared transport, and there is no discrete service order that corresponds to a CLEC's request for this product; rather, the request for shared transport is identified in the Feature Detail field of the Switch Port Service Form in either IMA GUI or EDI. This is carried forward onto the switch port service order as a Line Class Code. When the switch port is provisioned, access to U S WEST's shared network is then included.

In summary, the provisioning process for shared transport is part and parcel of the provisioning process for switch ports.

LISTINGS FOR RESALE AND LINE SIDE UNBUNDLED NETWORK ELEMENTS

Listings is a term to describe the customer information (name, address and telephone number, for example) that appears in the white page telephone directory and directory assistance data bases. Listings are either simple or complex depending on the amount, type and format of information involved. Simple listings are basically customer name, address and telephone number with no special formatting. Complex listings include this same basic information and can include items such as multiple telephone numbers, customer names and special formatting, such as degree of indent and bolded type. Customers have the option to have their listings published (appears in both directory assistance and the white page directory), non-published (appears in neither directory assistance nor the white page directory).

Listings Processes

The listings process is made up of several entry points and a common downstream processing flow. Entry points reflect whether a purely facility-based provider, a resale/unbundler or U S WEST retail subscriber provides listing information to U S WEST.

The facility-based provider prepares the listing forms, specified by the OBF. The provider may elect to either transmit the information via a batch EDI interface, built

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specifically to support listings or via facsimile to U S WEST's listings operations group. If the EDI interface is used, the listings are fed directly in the Listings Services System (LSS). If facsimile is used, the listings operations group inputs the listings into LSS.

A reseller or unbundler may elect to transmit listing information either via IMA, EDI or facsimile. If the listings are contained on an LSR of the type eligible for flow-through, the LSR including the listing portion will be electronically converted into a service order and placed into the service order processing flow. If the listing is a "simple listing", it is included on the service order. If the listing is a "complex listing", the ISC refers the listings information to the Complex Listings Center which inputs the information directly into the SOP.

In the case of a U S WEST retail subscriber, the end-user customer contacts the U S WEST business office and provides listing information. If the listing is a simple listing, the listing information is input on the service order. If the listing is complex, the listing information is faxed to the Listings Group which inputs the listing information directly into LSS (Listings Support System).

Once in the SOP, the listings information from the service orders are placed into the listings database from which a nightly download file is created. This file, containing commingled listings for CLECs and U S WEST, is sent to directory assistance and DEX. In each case, directory assistance and DEX updates their data bases the next calendar

¹ The term purely facility-based provider describes a CLEC that only interconnects to U S WEST's network and does not issue orders for resale services or unbundled network elements.

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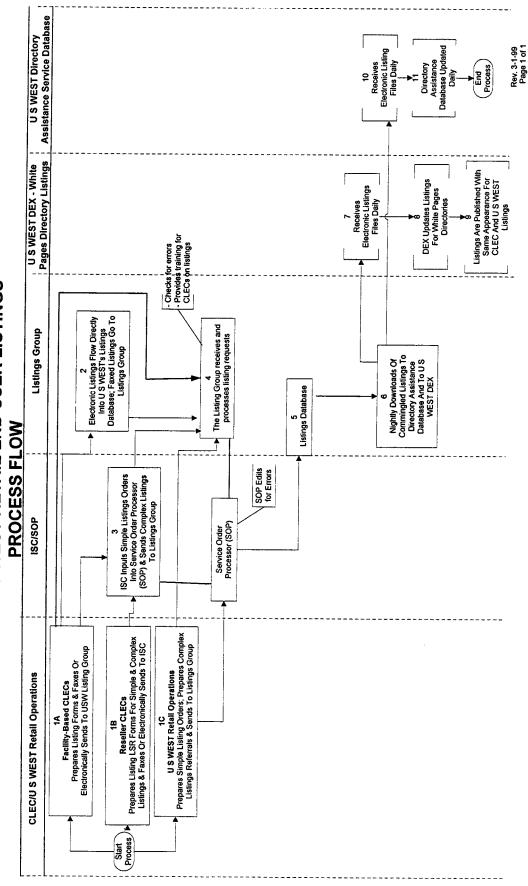
day. Additionally, DEX publishes the listings with the same appearance for CLECs and U S WEST.

Illustration

To illustrate listings provisioning processes, assume that a CLEC that is a purely facilities-based provider wishes to have a simple residential listing appear in U S WEST's DEX directory and directory assistance. Further assume that this CLEC uses U S WEST's batch EDI interface for listings. The CLEC defines the listing information, formats the listing and transmits it to U S WEST via the EDI interface that feeds the listing directly into LSS without human intervention. The residential listing is placed into the nightly download file with the other listings in the database and is sent to DEX and directory assistance. The databases for DEX and directory assistance are updated the next calendar day.

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WHITE PAGES DIRECTORY LISTINGS - CHECKLIST ITEM 8 CLEC AND U S WEST RETAIL END USER LISTINGS



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Task Descriptions

TASK	DESCRIPTION
1A Facility-Based CLECs	Prepares one or more of the following OBF Directory Listing Forms:
Prepares Listing Forms & Faxes or Electronically Sends to USW	DSR – Directory Service Request – required for all listing information
Listing Group	DL – Directory Listing – contains end-user listing data as it is to appear in the published directory and on Directory Assistance
	DSCR – Directory Service Caption Request – required when requesting caption or straight line indent listings
	When the listing is associated with UNE-Switch Port, the CO-PROVIDER may submit their request via Fax, On-line EDI, or On-line IMA
1B Reseller CLECs	Prepares one or more of the following OBF Directory Listing Forms:
Prepares Listing LSR Forms for Simple & Complex Listings &	DSR – Directory Service Request – required for all listing information
Faxes or Electronically Sends to ISC	 DL – Directory Listing – contains end-user listing data as it is to appear in the published directory and on Directory Assistance
	 DSCR – Directory Service Caption Request – required when requesting caption or straight line indent listings
	 The CO-PROVIDER may submit their request via Fax, On-line EDI or On-line IMA.
1C	Any end user or Co-Provider who purchases services from
U S WEST Retail Operations	U S WEST at retail rates.
Prepares Simple Listing Orders; Prepares Complex Listings	Via telephone.
Referrals & Sends to Listings	Via mail.
Group	 Via faxed listing request (No OBF forms are used by Retail subscribers)

TASK	DESCRIPTION
A. Inputs listings into listings database: or, B. Electronic listings go directly into U S WEST's listings database	Types listings directly into LSS system in format according to LSS formats. Batch EDI formats directly to LSS.
3 ISC inputs simple listings orders into Service Order Processor (SOP)	Types listing orders into SOPs such as RSOLAR, SOLAR, SONAR and SOPAD.
Service Order Processor	Handles listing requests and interfaces with the Listing Database
4 Listings Group receives listing orders from CLEC	Listings Group receives Faxed Complex & Simple listing orders from Fac-Based CLECs - Processes Fac-Based Listings & Releases to Listings Database. Receives Complex Listing Orders from ISC, & U S WEST retail Operations - Processes Complex Listings Orders & Releases to SOP
	EDI Batch Process – Simple and Complex listings
	Fax – Both Complex and Simple listings
5	Mechanical edits are applied to all listings
Listings flow into listings database	CLEC listings and U S WEST listings are commingled in database
	CLECs are provided monthly "proof" reports
	of all their listings
6	Downloads listings to DA database and Dex.
Nightly downloads of commingled listings to Directory Assistance	Datafile for Directory Assistance listings are downloaded to DA from LSS nightly
database and to U S WEST DEX	Data file is produced for all white page listings and downloaded to Dex database nightly
7 Receives electronic listings files daily	Receives listings from LSS. Dex receives data file from LSS nightly with white page listings that need to be in the published directory.
8	Dex white page listing database updated next day.
DEX updates listings for white pages directories	Dex Master database and subsystems updated with data from LSS file.

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TASK	DESCRIPTION
9	
Listings are published with same appearance for CLEC and U S WEST listings	
10	Receives listings from LSS. Data file is received from LSS
Receives electronic listing files daily	nightly with all listings that need to appear in DA.
11	DA database updated with data from data file from LSS.
Directory Assistance database updated daily	

INTERIM NUMBER PORTABILITY

The term number portability describes the service offering provided by U S WEST to a CLEC which allows an end-user customer to retain his or her telephone number when moving to a different local service provider's switch. Interim number portability solution that uses the existing switch infrastructure to forward a call from a U S WEST switch to a switch provided by the CLEC. Specifically, three solutions are provided: Remote Call Forwarding (RCF), Direct Inward Dialing Service (DID) and Directory Number Route Indexing (DNRI). Each of these solutions routes the call from the dialed end office to the CLEC using the existing switch infrastructure and each removes the vertical and horizontal services of the end-user customer from U S WEST's switches. Thus the number is ported to the CLEC switch.

Remote Call Forwarding Description

Stored Program Control switches are used to forward calls to a different switch. A permanent RCF is established in U S WEST's switch forwarding any incoming call to the number assigned and maintained in the CLEC switch. All call types destined for the ported number will be forwarded to the CLEC.

Directory Number Route Indexing Description

Directory Number Route Indexing is a local exchange telecommunications service which permits incoming calls to be ported to a service provider's switch via DNRI. A permanent Route Index is assigned to the end user's ported number in the U S WEST switch.

Direct Inward Dialing Description

DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific end-user customer of a CLEC by treating the CLEC's switch to which a number has been ported as though it were a PBX connected to U S WEST's switch (from which a number has been ported.)

Process Flows

The CLEC requests service and an order is sent to U S WEST. The ISC screens the LSR and the LSR is converted into a service order.

Remote Call Forwarding

If the request is for remote call forwarding, it is forwarded to Engineering where the simulated facility group (SFG) is verified (if 1A switch). The order flows back to the ISC to resolve any issues and network capacity. If the order is made in conjunction with an unbundled loop, the loop and INP service orders are coded in order for coordination to occur. Service orders and FOC are issued. Then, work is performed to establish the SFG.

If the order is for more than 400 telephone numbers and/or 1,000 paths, an overall coordinator is assigned. Coordination of this effort requires an up-front planning session. Any changes to the original FDT will be negotiated with the CLEC and will occur prior to issuing an FOC. Once the project is coordinated, the service order(s) are issued, an FOC is sent.

Direct Inward Dialing and Directory Number Route Indexing

If the order is either a DID or DNRI order, it is forwarded to Switching Operations for prebuilding trunk group members. The order is routed back to the ISC for review of any issues and network capacity checks. If the order is made in conjunction with an unbundled loop, the loop and INP service orders are coded for coordination to occur. Service orders and an FOC are issued. Then, the order is forwarded to the Complex Translations Group where trunk groups route indexes and pseudo codes (routing codes) are established. The cut-over is coordinated as scheduled and the service is tested and turned up.

If the order is for more than 400 telephone numbers and/or 1,000 paths, an overall coordinator is assigned. Coordination of this effort requires an up-front planning session. Any changes to the original FDT will be negotiated with the CLEC and will occur prior to issuing an FOC. Once the project is coordinated, the service orders are issued and an FOC is sent. Then, the order is forwarded to the Complex Translations Group where trunk groups route indexes and pseudo codes (routing codes) are established. The cut-over is coordinated by the Design Services Center as scheduled and the service is tested and turned up.

If there are less than 400 telephone numbers and/or 1,000 paths, the service orders are issued, an FOC is sent, and the order is forwarded to the Complex Translations Group where trunk groups route indexes and pseudo codes (routing codes) are established. The cut-over is coordinated by the Design Service Center as scheduled, and the service is tested and turned up.

Regardless of the INP port type, the SWITCH system is updated, the line is provisioned, and translations are updated in the switch. The order is confirmed with the CLEC and completed.

Illustration

Assume that a CLEC issues a request for an existing U S WEST customer to become the CLEC's resale customer. Further assume that the request is for interim number portability that is for a single number, not associated with an unbundled loop, and employs the remote call forwarding option.

The CLEC, while talking to the customer online, uses U S WEST's electronic interface, IMA, to perform the following the desired pre-order transactions:

- Retrieve CSR
- Validate Address
- Retrieve Service Availability
- Retrieve Facility Availability
- Retrieve Available Appointments
- Select Available Appointment

(The pre-ordering transaction regarding telephone numbers would not apply because this example assumes that the customer wishes to retain his or her existing number.)

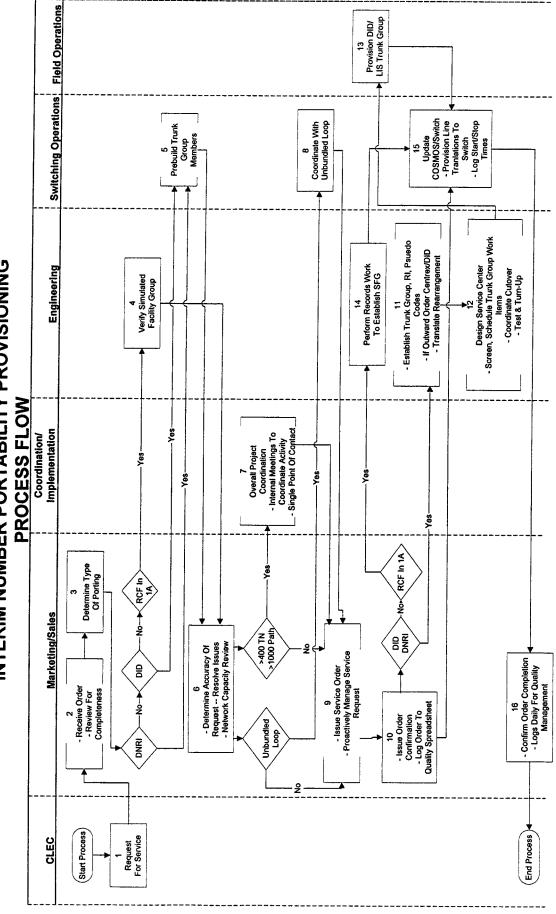
In addition, the CLEC using IMA completes the various forms defined by the OBF for this type of service request. This includes the LSR (local service request), EUI (end user information) and Resale (resale information) and Number Portability forms.

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These forms identify the CLEC's authorization to become the local service provider of the customer and provides the order information as defined by the OBF. After completing the forms, the CLEC electronically transmits them to U S WEST where they are placed into a database known as the Firm Order Manager (FOM). From here, the screener in the ISC briefly reviews the forms.

Since the request is for RCF, it is transmitted to Engineering to verify the SFG. Because the example does not involve an unbundled loop and is less than 400 numbers, the service orders are issued, an FOC is sent to the CLEC and the orders are forward to establish the SFG. The Switch system is updated and translations are performed in the OSSs. Marketing and Sales confirms the order completion, notifies the CLEC and logs the information for Quality Management.

INTERIM NUMBER PORTABILITY PROVISIONING



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Task Descriptions

Task	Description
1	CLEC requests Interim Number Portability Service
2	Local Service Request (LSR) form submitted to Denver Interconnect Service Center (ISC)
2	LSR and associated forms reviewed for completeness (LSR, Number Portability Form, Outward LSR, End User Information Form)
2.1	CLEC certification verified
2.2	Blanket Agreement Authorization (BAA) verified
2.3	Verification that number is portable
2.4	Determines if end user account has outstanding balance or directory advertising
2.5	Determines if INP prefix is new for CLEC. If yes, sub account is established
2.6	Determines if Summary Bill exists; if not, establish account
3	Determine interim portability solution to be used (Remote Call Forwarding, Directory Number Route Indexing, INP/DID arrangement
3.1	If DID, prepare DID Trunking Request Form for CLEC trunk group and route index
4	If request is for RCF in a 1A switch, verify availability of Simulated Facility Group and provide to ISC for service order
5	If request is for DNRI/DID service, prebuild trunk group members
5.1	Receive DID Trunking Request Form. Establish DID trunk group. Assign route index by CLEC and phone to ISC. Assign pseudo codes in end offices and tandems.
6	Determines if the request forms are accurate and complete; resolves questions; initiates network capacity review
6.1	If request is for greater than 512 CCS, the order writer prepares IAC work Request Form for End Office Capacity check
6.2	CLEC LIS/DID capacity check (trunks in service, pending, forecasted). Return IAC Work Request Form to order writer
6.3	Determines if project management is required (service request is for greater than 400 telephone numbers and/or greater than 1000 call paths
6.4	Determines if unbundled loop and coordination is associated with this request
7	Overall project coordination for INP orders greater than 400 TNs and/or 1,000 paths. All DID/DNRI orders are project managed.
7.1	CLEC meetings held to coordinate key functional groups, up front coordination, day of conversion single point of contact
7.2	Up front coordination with Design Services Implementor
7.3	Project manage assignment and tracking of CLEC pseudo NPA's end office and local tandem by CLEC

8	If INP service is associated with unbundled loop service, follow INP/Unbundled Loop process flow for coordination
9	Issue Service Order and proactively manage all INP orders
9.1	Issues the outward activity order in the SOP (Service Order Processor). Releases associated paperwork for rearrangements
9.2	Issues the inward activity order in the SOP (Service Order Processor)
9.3	Release Service Order to SOP
9.4	Order Writer notified to release Service Order or reject subject to CLEC trunking; Traffic Administrator notified of large INP order due dates
10	Service Order Administrator issues order confirmation
10.1	Service Order Administrator logs order to quality spreadsheet (Orders/BTN)
10.2	INP orders proactively managed following INP quality team guidelines
10.3	If DID/DNRI, route to Complex Translations
10.4	If RCF in 1A switch with SFG limitations, route to NSAC
11	For DID/DNRI, establish trunk group, route index, pseudo codes. If outward order is Centrex/DID, retranslate common block
12	For DID/DNRI, screen, schedule trunk group work items. Coordinate cutover, testing and turn-up of trunk group at frame due time
13	If DID, provision DID and LIS trunk groups and augments via WFAC
13.1	Completes trunk group. Advises Design Services Implementer
14	If RCF in a 1A switch with no availability, perform records work to establish Simulated Facility Group
15	Update COSMOS/switch. Provision line translations to switch. Log start/stop time in Quality Database.
15.1	If outward order is Centrex/DID, update COSMOS switch - remove ported number from Centrex DID group
15.2	Manage SFG availability in office
15.3	Coordinate with Centers to resolve fallout orders
15.5	If service order errors in FACS or COSMOS/switch, analyze and take corrective action
16	ISC confirms order completions and logs daily in the INP Quality Database for quality management
16.1	Cooperative completions desk with RCMAC